

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X	:	
In re	:	Chapter 11
	:	
Laboratory Partners, Inc., <i>et al.</i> , ¹	:	Case No. 13-12769 (PJW)
	:	
Debtors.	:	(Jointly Administered)
	:	<u>Confirmation Hearing Date:</u>
	:	July 9, 2014 at 2:00 p.m. (ET)
	:	
-----X		Re: D.I. 484, 573

AMENDED PLAN SUPPLEMENT FOR DEBTORS' JOINT CHAPTER 11 PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

This is the amended Plan Supplement (the “Amended Plan Supplement”) of the above-captioned debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”). The Debtors file this Amended Plan Supplement in connection with the Debtors’ Joint Chapter 11 Plan (as it may be amended, the “Plan”) (D.I. 484). The documents contained in this Amended Plan Supplement are integral to, and are part of, the Plan, and if the Plan is confirmed, such documents will be approved in the order confirming the Plan. The hearing to consider confirmation of the Plan is currently scheduled for **July 9, 2014 at 2:00 p.m. (ET)**, before the Honorable Peter J. Walsh, United States Bankruptcy Judge, at the United States Bankruptcy Court, District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19801. The Debtors reserve the right to continue or adjourn the hearing to consider confirmation of the Plan, with such adjournment announced on the record at the Confirmation Hearing or in the agenda for such hearing.

On June 26, 2014, the Debtors filed the Plan Supplement for Debtors’ Joint Chapter 11 Plan (the “Plan Supplement”) (D.I. 573), which attached certain documents, including, without limitation: (i) the List of Officers and Directors of the Reorganized Debtors; (ii) the Amended Bylaws of Laboratory Partners, Inc.; (iii) the Seventh Amended & Restated Certificate of Incorporation of Laboratory Partners, Inc.; and (iv) the LPI Plan Trust Agreement. Amended versions of such documents and blacklines to the versions filed with the Plan Supplement are attached hereto.

¹ The Debtors and the last four digits of their taxpayer identification numbers are as follows: Laboratory Partners, Inc. (3376), Kilbourne Medical Laboratories, Inc. (9849), MedLab Ohio, Inc. (9072), Suburban Medical Laboratory, Inc. (0859), Biological Technology Laboratory, Inc. (4370), Terre Haute Medical Laboratory, Inc. (1809), and Pathology Associates of Terre Haute, Inc. (6485). Certain of the Debtors do business as Medlab. The Debtors’ mailing address for notice in these cases is: 671 Ohio Pike, Suite K, Cincinnati, OH 45245.

The Debtors reserve the right to alter, amend, modify, withdraw, or supplement any document in the Plan Supplement or this Amended Plan Supplement; provided that if any document in the Plan Supplement or this Amended Plan Supplement is altered, amended, modified or supplemented in any material respect, the Debtors will file a blackline of such document with the Bankruptcy Court. Further, the inclusion of any document on any schedule attached hereto shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto are expressly reserved).

Any party that wishes to obtain copies of the Plan, the Plan Supplement documents, the Amended Plan Supplement documents referred to on the attached list, or the Disclosure Statement related to the Plan may download copies from the website maintained by Debtors' claims, noticing and balloting agent, BMC Group, Inc. at www.bmcgroup.com/laboratorypartners, or may request copies from the below-signed Debtors' counsel.

Dated: June 26, 2014
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin R. Fay

Robert J. Dehney (No. 3578)
Derek C. Abbott (No. 3376)
Erin R. Fay (No. 5268)
1201 N. Market Street
PO Box 1347
Wilmington, DE 19899-1347
Telephone: 302-658-9200
Facsimile: 302-658-3989

-and-

PILLSBURY WINTHROP SHAW PITTMAN LLP

Leo T. Crowley
Jonathan J. Russo
Margot Erlich
1540 Broadway
New York, New York 10036
Telephone: (212) 858-1000
Facsimile: (212) 858-1500

*Counsel to Debtors
and Debtors in Possession*

Plan Supplement Index

Schedule 1:	List of Officers and Directors of the Reorganized Debtors
Schedule 2:	Blackline of Plan Supplement List of Officers and Directors of the Reorganized Debtors
Schedule 3:	Amended Bylaws of Laboratory Partners, Inc.
Schedule 4:	Blackline of Plan Supplement Amended Bylaws of Laboratory Partners, Inc.
Schedule 5:	Seventh Amended & Restated Certificate of Incorporation of Laboratory Partners, Inc.
Schedule 6:	Blackline of Plan Supplement Seventh Amended & Restated Certificate of Incorporation of Laboratory Partners, Inc.
Schedule 7:	LPI Plan Trust Agreement
Schedule 8:	Blackline of Plan Supplement LPI Plan Trust Agreement

Schedule 1

List of Officers and Directors of the Reorganized Debtors

Boards of Directors and Officers of Reorganized Debtors

In accordance with section 1129(a)(5) of the Bankruptcy Code, the Boards of Directors and officers of each of the Reorganized Debtors are set forth below. Each officer listed below that was employed by the Debtors immediately prior to the Effective Date will continue to be employed by the Reorganized Debtors on and after the Effective Date. The annual compensation payable to each of the officers of the Reorganized Debtors after the Effective Date is substantially similar to the annual compensation paid to such officers prior to the Effective date.

Laboratory Partners, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Vice President – Finance
Kilbourne Medical Laboratories, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Vice President – Finance
MedLAB Ohio, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Vice President – Finance
Suburban Medical Laboratory, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Vice President – Finance
Biological Technology Laboratory, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Vice President – Finance

Terre Haute Medical Laboratory, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Treasurer and Controller

Pathology Associates of Terre Haute, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Treasurer and Controller

Schedule 2

Blackline of Plan Supplement List of Officers and Directors of the
Reorganized Debtors

Boards of Directors and Officers of Reorganized Debtors

In accordance with section 1129(a)(5) of the Bankruptcy Code, the Boards of Directors and officers of each of the Reorganized Debtors are set forth below. Each officer listed below that was employed by the Debtors immediately prior to the Effective Date will continue to be employed by the Reorganized Debtors on and after the Effective Date. The annual compensation payable to each of the officers of the Reorganized Debtors after the Effective Date is substantially similar to the annual compensation paid to such officers prior to the Effective date.

Laboratory Partners, Inc.	Directors Daniel M. Glosband Elizabeth M. Lynch Mark Manski {Third member to be determined}	Officers William A. Brandt, Jr. Thomas A. Kaylor	Title Chief Executive Officer, President and Secretary Vice President – Finance
Kilbourne Medical Laboratories, Inc.	Directors Daniel M. Glosband Elizabeth M. Lynch Mark Manski {Third member to be determined}	Officers William A. Brandt, Jr. Thomas A. Kaylor	Title Chief Executive Officer, President and Secretary Vice President – Finance
MedLAB Ohio, Inc.	Directors Daniel M. Glosband Elizabeth M. Lynch Mark Manski {Third member to be determined}	Officers William A. Brandt, Jr. Thomas A. Kaylor	Title Chief Executive Officer, President and Secretary Vice President – Finance
Suburban Medical Laboratory, Inc.	Directors Daniel M. Glosband Elizabeth M. Lynch Mark Manski {Third member to be determined}	Officers William A. Brandt, Jr. Thomas A. Kaylor	Title Chief Executive Officer, President and Secretary Vice President – Finance
Biological Technology Laboratory, Inc.	Directors	Officers	Title

	Daniel M. Glosband Elizabeth M. Lynch Mark Manski {Third member to be determined}	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Vice President – Finance
--	---	--	--

Terre Haute Medical Laboratory, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski {Third member to be determined}	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Treasurer and Controller

Pathology Associates of Terre Haute, Inc.	Directors	Officers	Title
	Daniel M. Glosband Elizabeth M. Lynch Mark Manski {Third member to be determined}	William A. Brandt, Jr. Thomas A. Kaylor	Chief Executive Officer, President and Secretary Treasurer and Controller

Summary Report: Litéra® Change-Pro ML IC 6.5.0.460 Document Comparison done on 6/26/2014 2:39:08 PM	
Style Name: Dbl Und Change Bars Color	
Original Filename:	
Original DMS: iw://NYGATEWAY/US_NE/501363798/2	
Modified Filename:	
Modified DMS: iw://NYGATEWAY/US_NE/501363798/3	
Changes:	
<u>Add</u>	9
Delete	23
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	32

Schedule 3

Amended Bylaws of Laboratory Partners, Inc.

SECOND AMENDED AND RESTATED
BY-LAWS
OF
LABORATORY PARTNERS, INC.

ARTICLE 1.
MEETINGS OF STOCKHOLDERS

SECTION 1.1. Special Meetings. Special meetings of the stockholders for any purpose may be called by the Board of Directors or the Chief Executive Officer, and shall be called by the Secretary at the written request of the holders of record of capital stock representing a majority of the votes entitled to be cast at such meeting. Special meetings shall be held at such time as may be fixed in the call and stated in the notices of meeting or waiver thereof. At any special meeting only such business may be transacted as is related to the purpose or purposes for which the meeting is convened.

SECTION 1.2. Place of Meetings. Meetings of stockholders shall be held at such place, within or without the State of Delaware or the United States of America, as may be fixed in the call and stated in the notice of meeting or waiver thereof

SECTION 1.3. Notice of Meetings; Adjourned Meetings. Notice of each meeting of stockholders shall be given in writing and shall state the place, date and hour of the meeting, and the purpose or purposes of the meeting.

(a) A copy of the notice of any meeting shall be given, personally or by mail, not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the stockholder at his address as it appears on the record of stockholders.

(b) When a meeting is adjourned for less than thirty (30) days in any one adjournment, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

SECTION 1.4. Waiver of Notice.

(a) The transactions of any meeting of stockholders, however called and with whatever notice, if any, are as valid as those at a meeting duly held after regular call and notice,

if: (i) all the stockholders entitled to vote are present in person or by proxy and no objection to holding the meeting is made by any stockholder; or if (ii) a quorum is present either in person or by proxy and no objection to holding the meeting is made by anyone so present, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signed a written waiver of notice, or a consent to the holding of the meeting, or an approval of the action taken as shown by the minutes thereof.

(b) Whenever notice is required to be given to any stockholder, a written waiver thereof signed by such stockholder, whether before or after the time thereon stated, shall be deemed equivalent to such notice. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when such stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of stockholders need be specified in any written waiver of notice thereof.

SECTION 1.5. Quorum. Except as otherwise provided by law or in the Amended and Restated Certificate of Incorporation, at any meeting of the stockholders the presence, in person or by proxy, the holders of record of capital stock representing a majority of the votes entitled to be cast at such meeting shall constitute a quorum for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholders. The stockholders present may adjourn the meeting despite the absence of a quorum.

SECTION 1.6. Proxies. Every stockholder entitled to vote at a meeting of stockholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be executed by the stockholder or his attorney-in-fact. No proxy shall be valid after the expiration of three (3) years from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except as otherwise provided therein and as permitted by law. Except as otherwise provided in the proxy, any proxy holder may appoint in writing a substitute to act in his place.

SECTION 1.7. Voting. Whenever any corporate action is to be taken by vote of the stockholders at a meeting, it shall, except as otherwise required by law, the Amended and Restated Certificate of Incorporation or these By-laws, be authorized by a majority of the votes cast thereat, in person or by proxy. Except as otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, every stockholder of record shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for every share standing in his name on the record of stockholders.

SECTION 1.8. Action Without a Meeting. Unless otherwise provided in the Amended and Restated Certificate of Incorporation, whenever stockholders are required or permitted to take any action at a meeting or by vote, such action may be taken without a meeting, without prior notice and without a vote, by consent in writing setting forth the action so taken, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a

meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

SECTION 1.9. Record Date. The Board of Directors is authorized to designate a day, not more than sixty (60) days nor less than ten (10) days prior to the day of holding any meeting of stockholders as the day as of which those stockholders entitled to notice of, and to vote at, such meeting shall be determined; and only stockholders of record on such day shall be entitled to notice or to vote at such meeting.

SECTION 1.10. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held (which place shall be specified in the notice of the meeting), or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 1.11. Inspectors of Election. The Chairman of any meeting of the stockholders may appoint one or more Inspectors of Election. Any Inspector so appointed to act at any meeting of the stockholders, before entering upon the discharge of his duties, shall be sworn faithfully to execute the duties of an Inspector at such meeting with strict impartiality, and according to the best of his ability.

ARTICLE 2. BOARD OF DIRECTORS

SECTION 2.1. Power of Board. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

SECTION 2.2. Number of Directors. The Board of the Directors of the Corporation shall consist of three (3) members. The number of directors may be increased or decreased from time to time by an affirmative vote of a majority of directors then in office.

SECTION 2.3. Removal of Directors. Directors may be removed only for cause and only by the affirmative vote of all of the directors then in office (excluding the director sought to be removed).

SECTION 2.4. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors then in office, may designate from among its members an executive committee and other committees to serve at the pleasure of the Board of Directors, each consisting of one or more directors, and each of which, to the extent provided in the resolution, shall have all the authority of the Board to the full extent authorized by law, including the power or authority to declare a dividend or to authorize the issuance of stock. The

Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

SECTION 2.5. Compensation of Directors. The Board of Directors shall have authority to fix the compensation of directors for services in any capacity, or to allow a fixed sum plus expenses, if any, for attendance at meetings of the Board or of committees designated thereby.

SECTION 2.6. Interest of Director in a Transaction. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE 3. MEETINGS OF THE BOARD

SECTION 3.1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places, within or without the State of Delaware, or the United States of America, as may from time to time be fixed by the Board.

SECTION 3.2. Special Meetings: Notice: Waiver.

(a) Special meetings of the Board of Directors may be held at any time and place, within or without the State of Delaware or the United States of America, upon the call of the Chairman of the Board, the Chief Executive Officer, or the Secretary. Special meetings shall be called by the Chairman of the Board, the Chief Executive Officer or the Secretary on the written request of any three directors.

(b) Notice of a special meeting need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

(c) A notice, or waiver of notice, need not specify the purpose of any special meeting of the Board of Directors.

SECTION 3.3. Quorum; Action by the Board: Adjournment.

(a) Except as otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, at all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, except that when the number of directors then in office shall be an even number, one-half of that number shall constitute a quorum.

(b) The vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board, except as may be otherwise specifically provided by law, the Amended and Restated Certificate of Incorporation or by these By-laws.

(c) A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

SECTION 3.4. Action Without a Meeting. Unless otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing and such written consents are filed with the minutes of such proceeding.

SECTION 3.5. Action Taken by Conference Telephone. Unless otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, members of the Board of Directors or any committee may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

**ARTICLE 4.
OFFICERS**

SECTION 4.1. Officers.

(a) The Board of Directors shall elect a Chief Executive Officer and a Secretary, and may elect a President, one or more Vice Presidents, and a Treasurer and from time to time may elect or appoint such other officers of the Corporation as it may determine. Any two or more offices may be held by the same person.

(b) Securities of other corporations held by the Corporation may be voted by any officer designated by the Board of Directors and, in the absence of any such designation, by the Chief Executive Officer, any Vice President, the Secretary, or the Treasurer.

(c) The Board may require any officer to give security for the faithful performance of his duties.

SECTION 4.2. Chairman of the Board. The Chairman of the Board, if any, shall preside as chairman of all meetings of directors and stockholders.

SECTION 4.3. Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation with all the rights and powers incident to that position.

SECTION 4.4. President. The President shall perform such duties as may be prescribed or assigned to him by the Board of Directors, the Chairman of the Board or the Chief Executive Officer. In the absence of the Chief Executive Officer, the President shall perform the duties of the Chief Executive Officer.

SECTION 4.5. Vice President. The Vice Presidents shall perform such duties as may be prescribed or assigned to them by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President. In the event of the absence of the Chief Executive Officer and the refusal or incapacity of the President to function as Chief Executive Officer, the first-elected Executive Vice President and the other Vice Presidents, in order of their rank, shall so perform the duties of the Chief Executive Officer; and the order of rank of such other Vice Presidents shall be determined by the designated rank of their offices or, in the absence of such designation, by seniority in the office of Vice President; *provided*, that said order or rank may be established otherwise by action of the Board of Directors from time to time.

SECTION 4.6. Treasurer. The Treasurer shall perform all the duties customary to that office, and shall have the care and custody of the funds and securities of the Corporation. He shall at all reasonable times exhibit his books and accounts to any director upon application, and shall give such bond or bonds for the faithful performance of his duties with such surety or sureties as the Board of Directors from time to time may determine.

SECTION 4.7. Secretary. The Secretary shall act as Secretary of and shall keep the minutes of the meetings of the Board of Directors and of the stockholders, have the custody of the seal of the Corporation and perform all of the other duties usual to that office.

SECTION 4.8. Assistant Treasurer and Assistant Secretary. Any Assistant Treasurer or Assistant Secretary shall perform such duties as may be prescribed or assigned to him by the Board of Directors, the Chairman of the Board or the Chief Executive Officer. An Assistant Treasurer shall give such bond or bonds for the faithful performance of his duties with such surety or sureties as the Board of Directors from time to time may determine.

SECTION 4.9. Term of Office; Removal. Each officer shall hold office for such term as may be prescribed by the Board of Directors and may be removed at any time by the Board of Directors with or without cause. The removal of an officer without cause shall be without prejudice to his contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

SECTION 4.10. Compensation. The compensation of all officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE 5.
SHARE CERTIFICATES

SECTION 5.1. Form of Share Certificates. The shares of capital stock of the Corporation shall be represented by certificates, in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, a Vice Chairman of the Board, the Chief Executive Officer, the President or a Vice President, and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer, and shall be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employees. In case any such officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

SECTION 5.2. Lost Certificates. In case of the loss, theft, mutilation or destruction of a stock certificate, a duplicate certificate will be issued by the Corporation upon notification thereof and receipt of such proper indemnity as shall be prescribed by the Board of Directors; provided, that in the case of a mutilated stock certificate, such mutilated stock certificate is returned to the Corporation.

SECTION 5.3. Transfer of Shares. Transfers of shares of stock shall be made upon the books of the Corporation by the registered holder in person or by duly authorized attorney, upon surrender of the certificate or certificates for such shares properly endorsed.

SECTION 5.4. Registered Stockholders. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends or other distributions and to vote as such owner, and to hold such person liable for calls and assessments, and shall not be bound to recognize any equitable or legal claim to or interest in such share or shares on the part of any other person.

ARTICLE 6.
MISCELLANEOUS PROVISIONS

SECTION 6.1. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation and such other appropriate legend as the Board of Directors may from time to time determine.

SECTION 6.2. Fiscal Year. The fiscal year of the Corporation shall be the twelve months ending December 31 or such other twelve-month period as may be prescribed by the Board of Directors.

SECTION 6.3. Checks and Notes. All checks and demands for money and notes or other instruments evidencing indebtedness or obligations of the Corporation shall be signed by such officer or officers or other person or persons as shall be thereunto authorized from time to time by the Board of Directors.

ARTICLE 7.
INDEMNIFICATION

SECTION 7.1. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation. Subject to Section 7.3 and Section 7.14, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

SECTION 7.2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 7.3 and Section 7.14, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 7.3. Authorization of Indemnification. Subject to Section 7.14, any indemnification under this Article 7 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 7.1 or Section 7.2, as the case may be. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit

or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

SECTION 7.4. Good Faith Defined. For purposes of any determination under Section 7.3, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or officers of another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 7.1 or Section 7.2, as the case may be.

SECTION 7.5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 7.3, and notwithstanding the absence of any determination thereunder, and subject to Section 7.14, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 7.1 or Section 7.2. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 7.1 or Section 7.2, as the case may be. Neither a contrary determination in the specific case under Section 7.3 nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 7.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

SECTION 7.6. Expenses Payable in Advance. Subject to Section 7.14 and to applicable law, expenses (including attorneys' fees) incurred by a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as

authorized in this Article 7. Subject to applicable law, such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

SECTION 7.7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Seventh Amended and Restated Certificate of Incorporation (as the same may be amended from time to time), these By-laws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 7.1 and Section 7.2 shall be made to the fullest extent permitted by law, subject to Section 7.14. The provisions of this Article 7 shall not be deemed to preclude the indemnification of any person who is not specified in Section 7.1 or Section 7.2 but whom the Corporation, acting through the Board of Directors, has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

SECTION 7.8. Insurance. Subject to Section 7.14, the Corporation shall purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article 7.

SECTION 7.9. Certain Definitions. For purposes of this Article 7, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article 7 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article 7 shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article 7, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the

participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article 7.

SECTION 7.10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 7 shall, unless otherwise provided when authorized or ratified or in Section 7.14, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7.11. Limitation on Indemnification. Notwithstanding anything contained in this Article 7 to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 7.5), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of the Corporation.

SECTION 7.12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board in its sole absolute discretion, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article 7 to directors and officers of the Corporation.

SECTION 7.13. Amendment or Repeal. Subject to Section 7.14, the provisions of this Article 7 shall constitute a contract between the Corporation, on the one hand, and, on the other hand, each individual who serves or has served as a director or officer of the Corporation (whether before or after the adoption of these By-laws), in consideration of such person’s performance of such services, and pursuant to this Article 7 the Corporation intends to be legally bound to each such current or former director or officer of the Corporation. Subject to Section 7.14, with respect to current and former directors and officers of the Corporation, the rights conferred under this Article 7 are present contractual rights and such rights are fully vested, and shall be deemed to have vested fully, immediately upon adoption of these Bylaws. With respect to any directors or officers of the Corporation who commence service following adoption of these By-laws, the rights conferred under this provision shall be present contractual rights and such rights shall fully vest, and be deemed to have vested fully, immediately upon such director or officer commencing service as a director or officer of the Corporation. Any repeal or modification of the foregoing provisions of this Article 7 shall not adversely affect any right or protection (i) hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification or (ii) under any agreement providing for indemnification or advancement of expenses to an officer or director of the Corporation in effect prior to the time of such repeal or modification.

SECTION 7.14. Application of Indemnification. Notwithstanding anything to the contrary contained in these Bylaws, the provisions of this Article VII shall apply only to (i) the directors and officers serving as of the petition date of the Debtors’ Chapter 11 Case and (ii) the directors or officers in office as of or after the effective date of the Debtors’ Joint Chapter 11 Plan filed with the Bankruptcy Court in the Chapter 11 Case.

ARTICLE 8.
AMENDMENTS

SECTION 8.1. Power to Amend. The Board of Directors shall have power, without the assent or vote of the stockholders, to make, alter, amend, change, add to, or repeal these By-laws.

Date Adopted: July __, 2014

Schedule 4

Blackline of Plan Supplement Amended Bylaws
of Laboratory Partners, Inc.

SECOND AMENDED AND RESTATED
BY-LAWS
OF
LABORATORY PARTNERS, INC.

ARTICLE 1.
MEETINGS OF STOCKHOLDERS

SECTION 1.1. Special Meetings. Special meetings of the stockholders for any purpose may be called by the Board of Directors or the Chief Executive Officer, and shall be called by the Secretary at the written request of the holders of record of capital stock representing a majority of the votes entitled to be cast at such meeting. Special meetings shall be held at such time as may be fixed in the call and stated in the notices of meeting or waiver thereof. At any special meeting only such business may be transacted as is related to the purpose or purposes for which the meeting is convened.

SECTION 1.2. Place of Meetings. Meetings of stockholders shall be held at such place, within or without the State of Delaware or the United States of America, as may be fixed in the call and stated in the notice of meeting or waiver thereof

SECTION 1.3. Notice of Meetings; Adjourned Meetings. Notice of each meeting of stockholders shall be given in writing and shall state the place, date and hour of the meeting, and the purpose or purposes of the meeting.

(a) A copy of the notice of any meeting shall be given, personally or by mail, not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the stockholder at his address as it appears on the record of stockholders.

(b) When a meeting is adjourned for less than thirty (30) days in any one adjournment, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

SECTION 1.4. Waiver of Notice.

(a) The transactions of any meeting of stockholders, however called and with whatever notice, if any, are as valid as those at a meeting duly held after regular call and notice, if: (i) all the stockholders entitled to vote are present in person or by proxy and no objection to holding the meeting is made by any stockholder; or if (ii) a quorum is present either in person or by proxy and no objection to holding the meeting is made by anyone so present, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signed a written waiver of notice, or a consent to the holding of the meeting, or an approval of the action taken as shown by the minutes thereof.

(b) Whenever notice is required to be given to any stockholder, a written waiver thereof signed by such stockholder, whether before or after the time thereon stated, shall be deemed equivalent to such notice. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when such stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of stockholders need be specified in any written waiver of notice thereof.

SECTION 1.5. Quorum. Except as otherwise provided by law or in the Amended and Restated Certificate of Incorporation, at any meeting of the stockholders the presence, in person or by proxy, the holders of record of capital stock representing a majority of the votes entitled to be cast at such meeting shall constitute a quorum for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholders. The stockholders present may adjourn the meeting despite the absence of a quorum.

SECTION 1.6. Proxies. Every stockholder entitled to vote at a meeting of stockholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be executed by the stockholder or his attorney-in-fact. No proxy shall be valid after the expiration of three (3) years from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except as otherwise provided therein and as permitted by law. Except as otherwise provided in the proxy, any proxy holder may appoint in writing a substitute to act in his place.

SECTION 1.7. Voting. Whenever any corporate action is to be taken by vote of the stockholders at a meeting, it shall, except as otherwise required by law, the Amended and Restated Certificate of Incorporation or these By-laws, be authorized by a majority of the votes cast thereat, in person or by proxy. Except as otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, every stockholder of record shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for every share standing in his name on the record of stockholders.

SECTION 1.8. Action Without a Meeting. Unless otherwise provided in the Amended and Restated Certificate of Incorporation, whenever stockholders are required or permitted to take any action at a meeting or by vote, such action may be taken without a meeting, without prior notice and without a vote, by consent in writing setting forth the action so taken, signed by

the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

SECTION 1.9. Record Date. The Board of Directors is authorized to designate a day, not more than sixty (60) days nor less than ten (10) days prior to the day of holding any meeting of stockholders as the day as of which those stockholders entitled to notice of, and to vote at, such meeting shall be determined; and only stockholders of record on such day shall be entitled to notice or to vote at such meeting.

SECTION 1.10. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held (which place shall be specified in the notice of the meeting), or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 1.11. Inspectors of Election. The Chairman of any meeting of the stockholders may appoint one or more Inspectors of Election. Any Inspector so appointed to act at any meeting of the stockholders, before entering upon the discharge of his duties, shall be sworn faithfully to execute the duties of an Inspector at such meeting with strict impartiality, and according to the best of his ability.

ARTICLE 2. BOARD OF DIRECTORS

SECTION 2.1. Power of Board. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

SECTION 2.2. Number of Directors. The Board of the Directors of the Corporation shall consist of three (3) members. The number of directors may be increased or decreased from time to time by an affirmative vote of a majority of directors then in office.

SECTION 2.3. Removal of Directors. Directors may be removed only for cause and only by the affirmative vote of all of the directors then in office (excluding the director sought to be removed).

SECTION 2.4. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors then in office, may designate from among its members an executive committee and other committees to serve at the pleasure of the Board of Directors, each consisting of one or more directors, and each of which, to the extent provided in

the resolution, shall have all the authority of the Board to the full extent authorized by law, including the power or authority to declare a dividend or to authorize the issuance of stock. The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

SECTION 2.5. Compensation of Directors. The Board of Directors shall have authority to fix the compensation of directors for services in any capacity, or to allow a fixed sum plus expenses, if any, for attendance at meetings of the Board or of committees designated thereby.

SECTION 2.6. Interest of Director in a Transaction. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE 3. MEETINGS OF THE BOARD

SECTION 3.1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places, within or without the State of Delaware, or the United States of America, as may from time to time be fixed by the Board.

SECTION 3.2. Special Meetings: Notice: Waiver.

(a) Special meetings of the Board of Directors may be held at any time and place, within or without the State of Delaware or the United States of America, upon the call of the Chairman of the Board, the Chief Executive Officer, or the Secretary. Special meetings shall be

called by the Chairman of the Board, the Chief Executive Officer or the Secretary on the written request of any three directors.

(b) Notice of a special meeting need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

(c) A notice, or waiver of notice, need not specify the purpose of any special meeting of the Board of Directors.

SECTION 3.3. Quorum; Action by the Board: Adjournment.

(a) Except as otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, at all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, except that when the number of directors then in office shall be an even number, one-half of that number shall constitute a quorum.

(b) The vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board, except as may be otherwise specifically provided by law, the Amended and Restated Certificate of Incorporation or by these By-laws.

(c) A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

SECTION 3.4. Action Without a Meeting. Unless otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing and such written consents are filed with the minutes of such proceeding.

SECTION 3.5. Action Taken by Conference Telephone. Unless otherwise provided in the Amended and Restated Certificate of Incorporation or these By-laws, members of the Board of Directors or any committee may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE 4. OFFICERS

SECTION 4.1. Officers.

(a) The Board of Directors shall elect a Chief Executive Officer and a Secretary, and may elect a President, one or more Vice Presidents, and a Treasurer and from time to time may elect or appoint such other officers of the Corporation as it may determine. Any two or more offices may be held by the same person.

(b) Securities of other corporations held by the Corporation may be voted by any officer designated by the Board of Directors and, in the absence of any such designation, by the Chief Executive Officer, any Vice President, the Secretary, or the Treasurer.

(c) The Board may require any officer to give security for the faithful performance of his duties.

SECTION 4.2. Chairman of the Board. The Chairman of the Board, if any, shall preside as chairman of all meetings of directors and stockholders.

SECTION 4.3. Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation with all the rights and powers incident to that position.

SECTION 4.4. President. The President shall perform such duties as may be prescribed or assigned to him by the Board of Directors, the Chairman of the Board or the Chief Executive Officer. In the absence of the Chief Executive Officer, the President shall perform the duties of the Chief Executive Officer.

SECTION 4.5. Vice President. The Vice Presidents shall perform such duties as may be prescribed or assigned to them by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President. In the event of the absence of the Chief Executive Officer and the refusal or incapacity of the President to function as Chief Executive Officer, the first-elected Executive Vice President and the other Vice Presidents, in order of their rank, shall so perform the duties of the Chief Executive Officer; and the order of rank of such other Vice Presidents shall be determined by the designated rank of their offices or, in the absence of such designation, by seniority in the office of Vice President; *provided*, that said order or rank may be established otherwise by action of the Board of Directors from time to time.

SECTION 4.6. Treasurer. The Treasurer shall perform all the duties customary to that office, and shall have the care and custody of the funds and securities of the Corporation. He shall at all reasonable times exhibit his books and accounts to any director upon application, and shall give such bond or bonds for the faithful performance of his duties with such surety or sureties as the Board of Directors from time to time may determine.

SECTION 4.7. Secretary. The Secretary shall act as Secretary of and shall keep the minutes of the meetings of the Board of Directors and of the stockholders, have the custody of the seal of the Corporation and perform all of the other duties usual to that office.

SECTION 4.8. Assistant Treasurer and Assistant Secretary. Any Assistant Treasurer or Assistant Secretary shall perform such duties as may be prescribed or assigned to him by the Board of Directors, the Chairman of the Board or the Chief Executive Officer. An Assistant Treasurer shall give such bond or bonds for the faithful performance of his duties with such surety or sureties as the Board of Directors from time to time may determine.

SECTION 4.9. Term of Office; Removal. Each officer shall hold office for such term as may be prescribed by the Board of Directors and may be removed at any time by the Board of Directors with or without cause. The removal of an officer without cause shall be without

prejudice to his contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

SECTION 4.10. Compensation. The compensation of all officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE 5. SHARE CERTIFICATES

SECTION 5.1. Form of Share Certificates. The shares of capital stock of the Corporation shall be represented by certificates, in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, a Vice Chairman of the Board, the Chief Executive Officer, the President or a Vice President, and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer, and shall be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employees. In case any such officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

SECTION 5.2. Lost Certificates. In case of the loss, theft, mutilation or destruction of a stock certificate, a duplicate certificate will be issued by the Corporation upon notification thereof and receipt of such proper indemnity as shall be prescribed by the Board of Directors; provided, that in the case of a mutilated stock certificate, such mutilated stock certificate is returned to the Corporation.

SECTION 5.3. Transfer of Shares. Transfers of shares of stock shall be made upon the books of the Corporation by the registered holder in person or by duly authorized attorney, upon surrender of the certificate or certificates for such shares properly endorsed.

SECTION 5.4. Registered Stockholders. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends or other distributions and to vote as such owner, and to hold such person liable for calls and assessments, and shall not be bound to recognize any equitable or legal claim to or interest in such share or shares on the part of any other person.

ARTICLE 6. MISCELLANEOUS PROVISIONS

SECTION 6.1. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation and such other appropriate legend as the Board of Directors may from time to time determine.

SECTION 6.2. Fiscal Year. The fiscal year of the Corporation shall be the twelve months ending December 31 or such other twelve-month period as may be prescribed by the Board of Directors.

SECTION 6.3. Checks and Notes. All checks and demands for money and notes or other instruments evidencing indebtedness or obligations of the Corporation shall be signed by such officer or officers or other person or persons as shall be thereunto authorized from time to time by the Board of Directors.

ARTICLE 7. INDEMNIFICATION

SECTION 7.1. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation. Subject to Section 7.3 and Section 7.14, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

SECTION 7.2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 7.3 and Section 7.14, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 7.3. Authorization of Indemnification. Subject to Section 7.14, any indemnification under this Article 7 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 7.1 or Section 7.2, as the case may be. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

SECTION 7.4. Good Faith Defined. For purposes of any determination under Section 7.3, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or officers of another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 7.1 or Section 7.2, as the case may be.

SECTION 7.5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 7.3, and notwithstanding the absence of any determination thereunder, and subject to Section 7.14, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 7.1 or Section 7.2. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 7.1 or Section 7.2, as the case may be. Neither a contrary determination in the specific case under Section 7.3 nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 7.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or

in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

SECTION 7.6. Expenses Payable in Advance. Subject to Section 7.14 and to applicable law, expenses (including attorneys' fees) incurred by a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article 7. Subject to applicable law, such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

SECTION 7.7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Seventh Amended and Restated Certificate of Incorporation (as the same may be amended from time to time), these By-laws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 7.1 and Section 7.2 shall be made to the fullest extent permitted by law, subject to Section 7.14. The provisions of this Article 7 shall not be deemed to preclude the indemnification of any person who is not specified in Section 7.1 or Section 7.2 but whom the Corporation, acting through the Board of Directors, has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

SECTION 7.8. Insurance. Subject to Section 7.14, the Corporation shall purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article 7.

SECTION 7.9. Certain Definitions. For purposes of this Article 7, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article 7 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article 7 shall mean any other corporation or any

partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article 7, references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article 7.

SECTION 7.10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 7 shall, unless otherwise provided when authorized or ratified or in Section 7.14, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7.11. Limitation on Indemnification. Notwithstanding anything contained in this Article 7 to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 7.5), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of the Corporation.

SECTION 7.12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board in its sole and absolute discretion, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article 7 to directors and officers of the Corporation.

SECTION 7.13. Amendment or Repeal. Subject to Section 7.14, the provisions of this Article 7 shall constitute a contract between the Corporation, on the one hand, and, on the other hand, each individual who serves or has served as a director or officer of the Corporation (whether before or after the adoption of these By-laws), in consideration of such person’s performance of such services, and pursuant to this Article 7 the Corporation intends to be legally bound to each such current or former director or officer of the Corporation. Subject to Section 7.14, with respect to current and former directors and officers of the Corporation, the rights conferred under this Article 7 are present contractual rights and such rights are fully vested, and shall be deemed to have vested fully, immediately upon adoption of these Bylaws. With respect to any directors or officers of the Corporation who commence service following adoption of these By-laws, the rights conferred under this provision shall be present contractual rights and such rights shall fully vest, and be deemed to have vested fully, immediately upon such director or officer commencing service as a director or officer of the Corporation. Any repeal or modification of the foregoing provisions of this Article 7 shall not adversely affect any right or protection (i) hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification or (ii) under any agreement providing for indemnification or

advancement of expenses to an officer or director of the Corporation in effect prior to the time of such repeal or modification.

SECTION 7.14. Application of Indemnification. Notwithstanding anything to the contrary contained in these Bylaws, the provisions of this Article VII shall apply only to (i) the directors and officers serving as of the petition date of the Debtors' Chapter 11 Case and (ii) the directors or officers in office as of or after the effective date of the Debtors' Joint Chapter 11 Plan filed with the Bankruptcy Court in the Chapter 11 Case. ~~For the avoidance of doubt, the provisions of this Article VII shall not apply to directors or officers who were in office prior to such effective date.~~

ARTICLE 8. AMENDMENTS

SECTION 8.1. Power to Amend. The Board of Directors shall have power, without the assent or vote of the stockholders, to make, alter, amend, change, add to, or repeal these By-laws.

Date Adopted: July __, 2014

Summary Report: Litéra® Change-Pro ML IC 6.5.0.460 Document Comparison done on 6/26/2014 2:59:17 PM	
Style Name: Dbl Und Change Bars Color	
Original Filename:	
Original DMS: iw://NYGATEWAY/US_NE/501359742/3	
Modified Filename:	
Modified DMS: iw://NYGATEWAY/US_NE/501359742/4	
Changes:	
<u>Add</u>	3
Delete	3
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	6

Schedule 5

Seventh Amended & Restated Certificate of Incorporation
of Laboratory Partners, Inc.

**AMENDMENT NO. 3 TO SEVENTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
of
LABORATORY PARTNERS, INC.**

(Duly Adopted Pursuant to Section 303
of the General Corporation Law of Delaware)

Laboratory Partners, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the “Corporation”), DOES HEREBY CERTIFY that:

FIRST: The Corporation was incorporated upon the filing of its original certificate of incorporation on June 25, 2004.

SECOND: On October 25, 2013, the Corporation filed a petition in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) seeking relief under the provisions of chapter 11 of the Bankruptcy Code under the case name In re Laboratory Partners, Inc., *et al.*, Case No. 13-12769 (PJW) (the “Chapter 11 Case”).

THIRD: On May 21, 2014, the Corporation filed a Debtors’ Joint Chapter 11 Plan (the “Plan”) with the Bankruptcy Court in the Chapter 11 Case, which provides, in part, that the Corporation’s Seventh Amended and Restated Certificate of Incorporation will be amended, by filing this Amendment No. 3, following the effective date of the Plan to replace the members of the board of directors of the Corporation serving in such capacity prior to the effective date of the Plan.

FOURTH: Pursuant to Section 303 of the General Corporation Law of the State of Delaware, the Corporation may take certain corporate action provided or directed by a decree or order of the Bankruptcy Court without further action by its directors or stockholders.

FIFTH: The Corporation hereby adopts this Amendment No. 3 to the Seventh Amended and Restated Certificate of Incorporation, as amended (the “Certificate of Incorporation”) to be effective as of the effective date of the Plan as follows:

Section 4.1 (b) of the Certificate of Incorporation shall be amended and restated in its entirety as follows:

(b) **Voting Rights of Holders of Preferred Stock and Common Stock.**
Each holder of record of Preferred Stock and Common Stock shall be entitled to one vote for each share of stock held with respect to each matter voted on by the stockholders of the Corporation.

Section 4.1(c) of the Certificate of Incorporation shall be added as follows:

(c) **Directors.** The provisions of this Section 4.1(c) (including the provisions relating to the election, designation and appointment of directors and the terms of directors) have been adopted pursuant to the final clause of the first sentence, and the second sentence, of Section 141(a) of the Delaware General Corporation Law. Except as otherwise provided in this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors elected, appointed and/or designated in the manner set forth in this Article IV. Except as otherwise provided in this Certificate of Incorporation, the provisions of the Delaware General Corporation Law that otherwise apply to directors shall apply to the directors of the Corporation and the Board of Directors.

(i) The directors of the Corporation identified in Section 4.2 hereof shall serve as the directors of the Corporation until their successors are designated to the Board of Directors in the manner set forth in Section 4.1(c)(ii) or until their earlier resignation or removal.

(ii) Only those persons designated by a majority of the directors then in office shall serve as directors of the Corporation. Upon such designation, such persons so designated shall become directors of the Corporation. Directors may be removed only for cause and only by the affirmative vote of all of the directors then in office (excluding the director sought to be removed).

Section 4.2 of the Certificate of Incorporation shall be amended and restated in its entirety as follows:

4.2. Number of Directors. The Board of Directors of the Corporation shall consist of three (3) members. Upon the effective date of the Debtors' Joint Chapter 11 Plan, the three (3) members of the Board of Directors shall be Daniel M. Glosband, Elizabeth M. Lynch and Mark Manski (collectively, the "**Reorg Directors**"), who shall replace all former members of the Board of Directors of the Corporation. Each director shall hold office until his or her successor is appointed and qualified or until his or her earlier death, resignation or removal.

Section 4.3 of the Certificate of Incorporation shall be deleted in its entirety.

Article VI shall be added to the Certificate of Incorporation as follows:

ARTICLE VI **INDEMNIFICATION**

6.1. Right of Indemnification; Advancement of Expenses. The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the

benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, (i) the indemnification and advancement rights under this Article VI shall only apply to the directors serving as of the petition date of the Chapter 11 Case, the Reorg Directors, any directors appointed after the effective date of the Plan (the “Future Directors”), any officers of the Corporation in office as of or after the petition date of the Chapter 11 Case (the “Reorg Officers”, and collectively with the Reorg Directors and the Future Directors, the “Reorg Indemnified Persons”) and (ii) except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any Reorg Indemnified Person (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article VI shall include, subject to applicable law, the right to be paid by the Corporation for the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition. Any such right of payment shall be prior and superior to any other rights to receive a distribution under the Debtors’ Joint Chapter 11 Plan.

6.2. Employees, Agents and Former Directors and Officers. Subject to applicable law, the Corporation may, to the extent authorized from time to time by the Board of Directors in its sole and absolute discretion, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation and former directors and officers of predecessor entities of the Corporation or any of its subsidiaries similar to those conferred in this Article VI to Reorg Indemnified Persons.

6.3. Nonexclusivity of Rights. The rights to indemnification and to the advance of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the Amended and Restated By-Laws of the Corporation, any statute, agreement, vote of stockholders or disinterested directors or otherwise.

6.4. Repeal or Modification. Any repeal or modification of this Article VI shall not adversely affect any rights to indemnification and to the advancement of expenses of a Reorg Indemnified Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

Article VII shall be added to the Certificate of Incorporation as follows:

ARTICLE VII

NON-VOTING SECURITIES

The Corporation shall not issue nonvoting equity securities to the extent prohibited by Section 1123(a)(6) of the United States Bankruptcy Code for so long as such section is in effect and applicable to the Corporation

Article VIII shall be added to the Certificate of Incorporation as follows:

ARTICLE VIII
BY-LAWS

The Board of Directors is expressly authorized to adopt, amend or repeal the By-laws of the Corporation.

SIXTH: This Amendment No. 3 was duly adopted in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate has been signed by William A. Brandt, Jr., its Chief Executive Officer, President and Secretary as of July ____, 2014. The undersigned acknowledges pursuant to Section 103 of the General Corporation Law of the State of Delaware that he executes this Certificate as the free act and deed of Laboratory Partners, Inc. and that all facts stated herein are true.

LABORATORY PARTNERS, INC.

By: _____
William A. Brandt, Jr.
Chief Executive Officer, President and
Secretary

Schedule 6

Blackline of Plan Supplement Seventh Amended & Restated Certificate
of Incorporation of Laboratory Partners, Inc.

**AMENDMENT NO. 3 TO SEVENTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
of
LABORATORY PARTNERS, INC.**

(Duly Adopted Pursuant to Section 303
of the General Corporation Law of Delaware)

Laboratory Partners, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY that:

FIRST: The Corporation was incorporated upon the filing of its original certificate of incorporation on June 25, 2004.

SECOND: On October 25, 2013, the Corporation filed a petition in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") seeking relief under the provisions of chapter 11 of the Bankruptcy Code under the case name In re Laboratory Partners, Inc., *et al.*, Case No. 13-12769 (PJW) (the "Chapter 11 Case").

THIRD: On May 21, 2014, the Corporation filed a Debtors' Joint Chapter 11 Plan (the "Plan") with the Bankruptcy Court in the Chapter 11 Case, which provides, in part, that the Corporation's Seventh Amended and Restated Certificate of Incorporation will be amended, by filing this Amendment No. 3, following the effective date of the Plan to replace the members of the board of directors of the Corporation serving in such capacity prior to the effective date of the Plan.

FOURTH: Pursuant to Section 303 of the General Corporation Law of the State of Delaware, the Corporation may take certain corporate action provided or directed by a decree or order of the Bankruptcy Court without further action by its directors or stockholders.

FIFTH: The Corporation hereby adopts this Amendment No. 3 to the Seventh Amended and Restated Certificate of Incorporation, as amended (the "Certificate of Incorporation") to be effective as of the effective date of the Plan as follows:

Section 4.1 (b) of the Certificate of Incorporation shall be amended and restated in its entirety as follows:

(b) **Voting Rights of Holders of Preferred Stock and Common Stock.**
Each holder of record of Preferred Stock and Common Stock shall be entitled to one vote for each share of stock held with respect to each matter voted on by the stockholders of the Corporation.

Section 4.1(c) of the Certificate of Incorporation shall be added as follows:

(c) **Directors.** The provisions of this Section 4.1(c) (including the provisions relating to the election, designation and appointment of directors and the terms of directors) have been adopted pursuant to the final clause of the first sentence, and the second sentence, of Section 141(a) of the Delaware General Corporation Law. Except as otherwise provided in this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors elected, appointed and/or designated in the manner set forth in this Article IV. Except as otherwise provided in this Certificate of Incorporation, the provisions of the Delaware General Corporation Law that otherwise apply to directors shall apply to the directors of the Corporation and the Board of Directors.

(i) The directors of the Corporation identified in Section 4.2 hereof shall serve as the directors of the Corporation until their successors are designated to the Board of Directors in the manner set forth in Section 4.1(c)(ii) or until their earlier resignation or removal.

(ii) Only those persons designated by a majority of the directors then in office shall serve as directors of the Corporation. Upon such designation, such persons so designated shall become directors of the Corporation. Directors may be removed only for cause and only by the affirmative vote of all of the directors then in office (excluding the director sought to be removed).

Section 4.2 of the Certificate of Incorporation shall be amended and restated in its entirety as follows:

4.2. Number of Directors. The Board of Directors of the Corporation shall consist of three (3) members. Upon the effective date of the Debtors' Joint Chapter 11 Plan, the three (3) members of the Board of Directors shall be ~~[-]~~ Daniel M. Glosband, [Elizabeth M. Lynch](#) and Mark Manski (collectively, the "Reorg Directors"), who shall replace all former members of the Board of Directors of the Corporation. Each director shall hold office until his or her successor is appointed and qualified or until his or her earlier death, resignation or removal.

Section 4.3 of the Certificate of Incorporation shall be deleted in its entirety.

Article VI shall be added to the Certificate of Incorporation as follows:

ARTICLE VI

INDEMNIFICATION

6.1. Right of Indemnification; Advancement of Expenses. The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the

benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, (i) the indemnification and advancement rights under this Article VI shall only apply to the directors serving as of the petition date of the Chapter 11 Case, the Reorg Directors, any directors appointed after the effective date of the Plan (the “Future Directors”), any officers of the Corporation in office as of or after the effective petition date of the Plan Chapter 11 Case (the “Reorg Officers”, and collectively with the Reorg Directors and the Future Directors, the “Reorg Indemnified Persons”) and (ii) except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any Reorg Indemnified Person (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article VI shall include, subject to applicable law, the right to be paid by the Corporation for the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition. Any such right of payment shall be prior and superior to any other rights to receive a distribution under the Debtors’ Joint Chapter 11 Plan.

6.2. Employees, Agents and Former Directors and Officers. Subject to applicable law, the Corporation may, to the extent authorized from time to time by the Board of Directors in its sole and absolute discretion, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation and former directors and officers of predecessor entities of the Corporation or any of its subsidiaries similar to those conferred in this Article VI to Reorg Indemnified Persons.

6.3. Nonexclusivity of Rights. The rights to indemnification and to the advance of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the Amended and Restated By-Laws of the Corporation, any statute, agreement, vote of stockholders or disinterested directors or otherwise.

6.4. Repeal or Modification. Any repeal or modification of this Article VI shall not adversely affect any rights to indemnification and to the advancement of expenses of a Reorg Indemnified Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

Article VII shall be added to the Certificate of Incorporation as follows:

ARTICLE VII

NON-VOTING SECURITIES

The Corporation shall not issue nonvoting equity securities to the extent prohibited by Section 1123(a)(6) of the United States Bankruptcy Code for so long as such section is in effect and applicable to the Corporation

Article VIII shall be added to the Certificate of Incorporation as follows:

ARTICLE VIII
BY-LAWS

The Board of Directors is expressly authorized to adopt, amend or repeal the By-laws of the Corporation.

SIXTH: This Amendment No. 3 was duly adopted in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate has been signed by William A. Brandt, Jr., its Chief Executive Officer, President and Secretary as of July ___, 2014. The undersigned acknowledges pursuant to Section 103 of the General Corporation Law of the State of Delaware that he executes this Certificate as the free act and deed of Laboratory Partners, Inc. and that all facts stated herein are true.

LABORATORY PARTNERS, INC.

By: _____
William A. Brandt, Jr.
Chief Executive Officer, President and
Secretary

Summary Report: Litéra® Change-Pro ML IC 6.5.0.460 Document Comparison done on 6/26/2014 3:08:38 PM	
Style Name: Dbl Und Change Bars Color	
Original Filename:	
Original DMS: iw://NYGATEWAY/US_NE/501355040/5	
Modified Filename:	
Modified DMS: iw://NYGATEWAY/US_NE/501355040/6	
Changes:	
<u>Add</u>	7
Delete	5
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	12

Schedule 7

LPI Plan Trust Agreement

LPI PLAN TRUST AGREEMENT

This LPI Plan Trust Agreement (the “LPI Plan Trust Agreement”) is made this ___ day of _____ 2014 by and among the successors to Laboratory Partners, Inc. and each of its debtor affiliates listed on the signature pages hereto (each a “Reorganized Debtor” and, collectively, the “Reorganized Debtors”), and William A. Brandt, Jr., as trustee (the “LPI Plan Trustee”) and executed in connection with the *Debtors’ Joint Chapter 11 Plan*, dated _____, 2014 (as the same has been or may be amended, the “Plan”) filed in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan or in the Bankruptcy Code, as applicable.

RECITALS

WHEREAS, on October 25, 2013 (the “Petition Date”), each of the Debtors filed a petition with the Bankruptcy Court under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”); and

WHEREAS, on February 24, 2014, the Debtors consummated a sale of their Talon division and a portion of their Union Hospital division (the “Talon Sale”); and

WHEREAS, on March 21, 2014, the Debtors consummated a sale of their Union Hospital Nuclear Medicine Business (the “Union Nuclear Sale”); and

WHEREAS, on May 21, 2014, the Debtors filed a motion to sell their LTC division; and

WHEREAS, on June 11, 2014, the Bankruptcy Court entered an order approving the sale of the LTC division (the “LTC Sale” and together with the Talon Sale and the Union Nuclear Sale, the “Sales”) through a series of three separate closings; and

WHEREAS, on May 21, 2014, the Debtors filed the Plan (Docket No. 484); and

WHEREAS, on July ___, 2014, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”) (Docket No. ____); and

WHEREAS, on _____, the Reorganized Debtors consummated the final closing regarding the assets of the LTC Division pursuant to the LTC Sale; and

WHEREAS, as a result of the consummation of the Sales, the Reorganized Debtors no longer have any ongoing business operations; and

WHEREAS, the Plan contemplates, on the LPI Plan Trust Effective Date, (a) the creation of a liquidating trust (the “LPI Plan Trust”) and the creation of the beneficial interests in the LPI Plan Trust solely for the benefit of holders of Allowed Prepetition Secured Lender Claims (collectively, the “Beneficiaries” and, each individually, a “Beneficiary”), and (b) the LPI Plan Trust will be vested with all of the Reorganized Debtors’ remaining Assets on the LPI Trust Effective Date, including, without limitation, the right to prosecute, settle, withdraw or resolve all Causes of Action (the “LPI Plan Trust Assets”), as set forth in the Plan; and

WHEREAS, the Plan contemplates that, pursuant to Treasury Regulation Section 301.7701-4(d), the LPI Plan Trust shall be created for the purpose of: (a) administering and liquidating the LPI Plan Trust Assets; (b) resolving all Disputed Claims; (c) pursuing Causes of Action, and (d) making all distributions to the Beneficiaries provided for under the Plan, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the liquidating purpose of the LPI Plan Trust and the Plan; and

WHEREAS, the LPI Plan Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes, pursuant to Sections 671-677 of the Internal Revenue Code of 1986, as amended (the “IRC”), with the Beneficiaries to be treated as the grantors of the LPI Plan Trust and deemed to be the owners of the LPI Plan Trust Assets (subject to the rights of creditors of the LPI Plan Trust), and consequently, the transfer of the LPI Plan Trust Assets to the LPI Plan Trust shall be treated as a deemed transfer of those assets from the Reorganized Debtors and the Estates to the Beneficiaries followed by a deemed transfer by such Beneficiaries to the LPI Plan Trust for federal income tax purposes.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I DECLARATION OF TRUST

1.1 Creation and Purpose of the LPI Plan Trust. The Reorganized Debtors and the LPI Plan Trustee hereby create the LPI Plan Trust for the primary purpose of administering, liquidating and distributing the LPI Plan Trust Assets to the Beneficiaries in accordance with the Plan, the Confirmation Order, and applicable tax statutes, rules, and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, the LPI Plan Trustee shall (a) make continuing efforts to collect and convert the LPI Plan Trust Assets to Cash, and (b) make timely distributions and not unduly prolong the duration of the LPI Plan Trust.

1.2 Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the Reorganized Debtors and the LPI Plan Trustee have executed this LPI Plan Trust Agreement and, effective on the LPI Plan Trust Effective Date, the Reorganized Debtors hereby irrevocably transfer to the LPI Plan Trust, all of the right, title, and interests of the Reorganized Debtors in and to the LPI Plan Trust Assets, to have and to hold unto the LPI Plan Trust and its successors and assigns forever, under and subject to the terms of the Plan and the Confirmation Order for the benefit of the Beneficiaries and their successors and assigns as provided for in this LPI Plan Trust Agreement and in the Plan and Confirmation Order.

1.3 Vesting of Estate Assets. Effective on the LPI Plan Trust Effective Date, pursuant to the terms of the Plan, the LPI Plan Trust Assets (not otherwise abandoned pursuant to the terms of the Plan), including all such assets held or controlled by third parties, are hereby

vested in the LPI Plan Trust, which also shall own and be authorized to obtain, liquidate, and collect all of the LPI Plan Trust Assets in the possession of third parties and pursue all of the Causes of Action. Subject to the provisions of the Plan, all such LPI Plan Trust Assets shall be transferred and delivered to the LPI Plan Trust free and clear of interests, Claims, Liens, or other encumbrances of any kind. The LPI Plan Trustee shall have no duty to arrange for any of the transfers contemplated hereunder or by the Plan or to ensure their compliance with the terms of the Plan and the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers. Moreover, on the LPI Plan Trust Effective Date, all privileges with respect to any LPI Plan Trust Assets, including the attorney/client privilege, to which the Debtors, the Reorganized Debtors or their Estates are entitled shall be automatically vested in, and available for assertion by or waiver by the LPI Plan Trustee on behalf of the LPI Plan Trust. To the extent any of the foregoing does not automatically occur on the LPI Plan Trust Effective Date or is not effectuated through the Confirmation Order or this Agreement, the Reorganized Debtors shall, on the LPI Plan Trust Effective Date, execute such other and further documents as are reasonably necessary to effectuate all of the foregoing and shall reasonably cooperate with the LPI Plan Trustee in transitioning the administration of the LPI Plan Trust Assets and Claims against the Debtors or the Reorganized Debtors to the LPI Plan Trust.

1.4 Funding of the Trust. The LPI Plan Trust shall be funded, on the LPI Plan Trust Effective Date, with the LPI Plan Trust Assets, as provided for in the Plan and in the Confirmation Order.

1.5 Acceptance by LPI Plan Trustee. The LPI Plan Trustee hereby accepts the trust imposed upon it by this LPI Plan Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this LPI Plan Trust Agreement, the Plan, and the Confirmation Order. In connection with and in furtherance of the purposes of the LPI Plan Trust, the LPI Plan Trustee hereby accepts the transfer of the LPI Plan Trust Assets.

1.6 Name of the LPI Plan Trust. The liquidating trust established hereby shall be known as the “LPI Plan Trust”.

1.7 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the LPI Plan Trust shall itself have the capacity to act or refrain from acting, on its own behalf, including the capacity to sue and be sued. The LPI Plan Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other federal proceedings brought by or against it, and may settle and compromise all such matters in its own name subject to the provisions of this LPI Plan Trust Agreement.

1.8 LPI Plan Trust Oversight Committee. Pursuant to the Plan and this LPI Plan Trust Agreement, the LPI Plan Trust Oversight Committee shall be created on the LPI Plan Trust Effective Date. The LPI Plan Trust Oversight Committee shall be comprised of three (3) members who initially shall be those set forth in Section 3.1. The LPI Plan Trust Oversight Committee shall have the duties and powers as provided for in the Plan and in this LPI Plan Trust Agreement. The LPI Plan Trust Oversight Committee shall be authorized to employ counsel to represent the LPI Plan Trust Oversight Committee as a group (but not its members in

their individual capacities) to be paid from the LPI Plan Trust Assets in accordance with Section 3.6 below.

ARTICLE II THE LPI PLAN TRUSTEE

2.1 Appointment. The LPI Plan Trustee has been selected by the Reorganized Debtors and the Holders of Prepetition Secured Lender Claims pursuant to the provisions of the Plan and has been appointed as of the LPI Plan Trust Effective Date. The LPI Plan Trustee's appointment shall continue until the earlier of (a) the termination of the LPI Plan Trust or (b) the LPI Plan Trustee's resignation, death, incapacity, removal or termination by the LPI Plan Trust Oversight Committee pursuant to the LPI Plan Trust Agreement or order of the Bankruptcy Court.

2.2 General Powers. Except as otherwise expressly provided in this LPI Plan Trust Agreement, the Plan, or the Confirmation Order, the LPI Plan Trustee may control and exercise authority over the LPI Plan Trust Assets, over the acquisition, management, and disposition thereof, over the management and conduct of the business of the LPI Plan Trust and over the dissolution of the Reorganized Debtors. Regarding all matters identified in Section 3.3 hereof, the LPI Plan Trustee shall obtain the approval of the LPI Plan Trust Oversight Committee as provided therein; provided, however, that nothing in this LPI Plan Trust Agreement shall be deemed to prevent the LPI Plan Trustee from taking, or failing to take, any action that, based upon the advice of counsel or other professionals, it determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the LPI Plan Trustee owes to the Beneficiaries or any other person or Entity. No person dealing with the LPI Plan Trust shall be obligated to inquire into the LPI Plan Trustee's authority in connection with the acquisition, management, or disposition of LPI Plan Trust Assets; provided, however, that the members of the LPI Plan Trust Oversight Committee are entitled to make such inquiries in connection with the exercise of their rights or powers pursuant Section 3.3 of this LPI Plan Trust Agreement. Without limiting the foregoing, but subject to the Plan, the Confirmation Order, and other provisions of this LPI Plan Trust Agreement, the LPI Plan Trustee shall be expressly authorized to, with respect to the LPI Plan Trust and the LPI Plan Trust Assets, and may cause the LPI Plan Trust to:

(a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken with respect to the LPI Plan Trust Assets by any officer, director, shareholder or other party acting in the name of the Debtors, the Reorganized Debtors or their Estates with like effect as if duly authorized, exercised, and taken by action of such officers, directors, shareholders or other party.

(b) Open and maintain bank accounts on behalf of or in the name of the LPI Plan Trust, calculate and make distributions, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, in the name of the LPI Plan Trust, provided that the LPI Plan Trustee need not maintain the LPI Plan Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the LPI Plan Trust; provided,

however, that the LPI Plan Trust shall treat all such reserved funds as being held in segregated accounts in its books and records.

(c) Receive, manage, supervise, and protect the LPI Plan Trust Assets, subject to the limitations provided herein.

(d) Hold legal title to any and all LPI Plan Trust Assets.

(e) Subject to the applicable provisions of the Plan and this LPI Plan Trust Agreement, collect and liquidate all LPI Plan Trust Assets pursuant to the Plan.

(f) Review, and with the consent of the LPI Plan Trust Oversight Committee, object to Claims, and supervise and administer the commencement, prosecution, settlement, compromise, withdrawal or resolution in any manner approved by the Bankruptcy Court of all Disputed Claims and the distributions to the Beneficiaries and creditors of the LPI Plan Trust, in accordance with this LPI Plan Trust Agreement, the Plan, and the Confirmation Order.

(g) Subject to Article IV of this LPI Plan Trust Agreement, and with the consent of the LPI Plan Trust Oversight Committee, commence, prosecute, compromise, settle, withdraw, abandon, or resolve all Causes of Action in any manner approved by the Bankruptcy Court.

(h) Seek a determination of tax liability or refund under Section 505 of the Bankruptcy Code; (2) file, if necessary, any and all tax and information returns required with respect to the LPI Plan Trust; (3) make tax elections for and on behalf of the LPI Plan Trust; (4) pay taxes, if any, payable for and on behalf of the LPI Plan Trust; and (5) file and prosecute claims for tax refunds to which the Debtors or the LPI Plan Trust may be entitled; provided, however, that notwithstanding any other provision of this LPI Plan Trust Agreement, the LPI Plan Trustee shall have no personal responsibility for the signing or accuracy of the Debtors' income tax returns that are due to be filed after the LPI Plan Trust Effective Date or for any tax liability related thereto.

(i) Pay all lawful expenses, debts, charges, taxes and liabilities of the LPI Plan Trust.

(j) Take all other actions consistent with the provisions of the Plan which the LPI Plan Trustee deems reasonably necessary or desirable to administer the Plan (including those set forth in Article IV.F of the Plan).

(k) Make distributions to the Beneficiaries, and to creditors of the LPI Plan Trust as provided for, or contemplated by, the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

(l) Withhold from the amount distributable to any person or Entity such amount as may be sufficient to pay any tax or other charge which the LPI Plan Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof.

(m) Enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order or this LPI Plan Trust Agreement and perform all obligations thereunder.

(n) If any of the LPI Plan Trust Assets are situated in any state or other jurisdiction in which the LPI Plan Trustee is not qualified to act as trustee, subject to the approval of the LPI Plan Trust Oversight Committee, nominate and appoint a person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the LPI Plan Trustee in its discretion; confer upon such trustee all the rights, powers, privileges, and duties of the LPI Plan Trustee hereunder, subject to the conditions and limitations of this LPI Plan Trust Agreement, except as modified or limited by the LPI Plan Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the LPI Plan Trustee for all monies, assets and other property that may be received in connection with the administration of all property; and, subject to the approval of the LPI Plan Trust Oversight Committee, remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the LPI Plan Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal.

(o) Subject to Section 5.6 of this LPI Plan Trust Agreement, purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable.

(p) Implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

(q) Employ and compensate professionals and other agents (including the Debtors' and the Reorganized Debtors' Professionals) or other Persons to assist the LPI Plan Trustee in the liquidation of the LPI Plan Trust Assets, without prior Bankruptcy Court approval, and to designate another Person to be the Disbursing Agent.

(r) Undertake all administrative functions remaining in the Chapter 11 Cases, including the ultimate closing of the Chapter 11 Cases.

(s) With the consent of the LPI Plan Trust Oversight Committee, invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the Internal Revenue Services ("IRS") guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(u) Hire former employees of the Debtors or the Reorganized Debtors to the extent their services are needed to assist in the wind down of the estates.

2.3 Limitations on the LPI Plan Trustee. Notwithstanding the foregoing, the LPI Plan Trustee shall not do or undertake any of the following:

(a) Disregard the instructions of the LPI Plan Trust Oversight Committee regarding any of the matters identified in Section 3.3 hereof, provided, however, that nothing in this LPI Plan Trust Agreement shall be deemed to prevent the LPI Plan Trustee from taking, or failing to take, any action that, based upon the advice of counsel or other professionals, it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the LPI Plan Trustee owes to the Beneficiaries or any other Person or otherwise in accordance with the terms of the Plan.

(b) Take, or fail to take, any action that would jeopardize treatment of the LPI Plan Trust as a “liquidating trust” for federal income tax purposes.

(c) Receive transfers of any listed stocks or securities, any readily-marketable assets or any operating assets of a going business, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the LPI Plan Trustee receive any such investment that would jeopardize treatment of the LPI Plan Trust as a “liquidating trust” for federal income tax purposes.

(d) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the IRS guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(e) Receive or retain any operating assets of a going business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the LPI Plan Trustee receive or retain any such asset or interest that would jeopardize treatment of the LPI Plan Trust as a “liquidating trust” for federal income tax purposes.

(f) Notwithstanding any of the foregoing, the LPI Plan Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere with the LPI Plan Trustee’s administration of the LPI Plan Trust or with the liquidating trust status of the LPI Plan Trust.

2.4 Compensation of LPI Plan Trustee and its Agents and Professionals.

(a) The LPI Plan Trustee shall be entitled to receive reasonable compensation for the performance of its duties after the LPI Plan Trust Effective Date as set forth on Exhibit A. Any successor to the LPI Plan Trustee shall also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the terms provided herein and shall be approved by the LPI Plan Trust Oversight Committee, plus the reimbursement of reasonable out-of-pocket expenses.

The LPI Plan Trustee (only with respect to its fees and expenses incurred prior to the LPI Plan Trust Effective Date and the reimbursement of its reasonable out-of-pocket expenses incurred after the LPI Plan Trust Effective Date) and each of its agents and professionals (unless any such agents or professionals, the LPI Plan Trustee, and the LPI Plan Trust Oversight Committee agree to different treatment) seeking compensation or reimbursement for services performed for any period after the LPI Plan Trust Effective Date shall serve a statement on the LPI Plan Trustee and the LPI Plan Trust Oversight Committee. The LPI Plan Trustee and the LPI Plan Trust Oversight Committee will have twenty (20) days from the date such statement is received to review the statement and make a reasonable objection to such statement by serving such objection on the LPI Plan Trustee, the LPI Plan Trust Oversight Committee, and the party seeking compensation setting forth the precise nature of the objection and the amount at issue. At the expiration of the twenty (20) day period, and without further order of the Bankruptcy Court (except as provided herein), the LPI Plan Trustee shall pay from the LPI Plan Trust Assets, or the proceeds or income thereof, 100% of the amounts requested, except for the portion of such fees and expenses to which any reasonable objection has been made. The parties shall attempt to consensually resolve all such objections, if any, to any statement. Any objection that remains unresolved fifteen (15) days after it is made shall be filed with the Bankruptcy Court by the objecting party, served upon the professional or Person seeking compensation or reimbursement, and heard by the Bankruptcy Court at the next regularly scheduled omnibus hearing. The uncontested portion of each invoice shall be paid immediately following expiration of the above-described twenty (20) day objection period. If the LPI Plan Trustee or its agent or professional fails to submit a statement, it shall be ineligible to receive payment of fees and expenses therefore as provided in this LPI Plan Trust Agreement until the statement is submitted.

2.5 General Duties, Obligations, Rights, and Benefits of the LPI Plan Trustee.

The LPI Plan Trustee shall have all duties, obligations, rights, and benefits assumed by or assigned to it under the LPI Plan Trust, the Plan, the Confirmation Order, this LPI Plan Trust Agreement and any other agreement entered into pursuant to or in connection with the Plan. Such duties, obligations, rights and benefits include, without limitation, all duties, obligations, rights and benefits relating to the collection and liquidation of the LPI Plan Trust Assets, administration of Claims, satisfaction of claims of creditors, the pursuit of Causes of Action, distributions to Beneficiaries, administration of the LPI Plan Trust and any other duties, obligations, rights, and benefits reasonably necessary to accomplish the purpose of the LPI Plan Trust under the Plan, the Confirmation Order, this LPI Plan Trust Agreement, and any other agreement entered into pursuant to or in connection with the Plan. Without limiting the duties, obligations, rights, and benefits of the LPI Plan Trustee under this Section or any other provision of this LPI Plan Trust Agreement, the LPI Plan Trustee shall have all duties, obligations, rights, and benefits assigned to the LPI Plan Trustee under the Confirmation Order.

2.6 No Implied Obligations. The LPI Plan Trustee shall not have any duties and obligations that are not specifically set forth herein, and no implied liabilities, covenants or obligations shall be read into this LPI Plan Trust Agreement against the LPI Plan Trustee.

2.7 Administrative Fund. On the LPI Plan Trust Effective Date, the LPI Plan Trustee shall establish an administrative fund (the “Administrative Fund”). The initial amount of the Administrative Fund shall be based on the LPI Plan Trustee’s good faith estimate of the cost necessary to complete the LPI Plan Trustee’s obligations under the Plan and this LPI Plan Trust

Agreement and will include the amount budgeted for the LPI Plan Trust's and the LPI Plan Trust Oversight Committee's professionals pursuant to Article IV of the Plan. The LPI Plan Trust shall pay all costs and expenses related to carrying out its obligations under the Plan and this LPI Plan Trust Agreement from the Administrative Fund and, in the Liquidating Trustee's discretion, and with approval of the LPI Plan Trust Oversight Committee, may add additional amounts to the Administrative Fund to prosecute the Causes of Action or for administration and other miscellaneous needs of the LPI Plan Trust without further notice or motion in accordance with the terms of the LPI Plan Trust Agreement.

2.8 Replacement of the LPI Plan Trustee. The LPI Plan Trustee may resign at any time upon thirty (30) days' written notice filed with the Bankruptcy Court and served upon the LPI Plan Trust Oversight Committee, provided that such resignation shall only become effective upon the appointment of a permanent or interim successor LPI Plan Trustee. A majority of the LPI Plan Trust Oversight Committee may remove the LPI Plan Trustee with or without cause. The LPI Plan Trustee may also be removed by the Bankruptcy Court upon motion and after notice and a hearing, which motion may be brought by any party in interest (including any members of the LPI Plan Trust Oversight Committee). In the event of the resignation or removal of the LPI Plan Trustee, the LPI Plan Trust Oversight Committee may, by majority vote, designate a person to serve as permanent or interim successor LPI Plan Trustee. If the LPI Plan Trust Oversight Committee shall fail to appoint a successor with thirty (30) days of delivery of the LPI Plan Trustee's written notice of resignation to the Bankruptcy Court and the LPI Plan Trust Oversight Committee, a successor LPI Plan Trustee shall be appointed by the Bankruptcy Court based upon submissions from interested parties (including the LPI Plan Trustee, the LPI Plan Trust Oversight Committee or any Beneficiary). Upon its appointment, the successor LPI Plan Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor, except as provided in Section 2.4(a) above, and all responsibilities of the predecessor LPI Plan Trustee relating to the LPI Plan Trust shall be terminated. In the event the LPI Plan Trustee's appointment terminates by reason of death, dissolution, liquidation, resignation, or removal, such LPI Plan Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article V of this LPI Plan Trust Agreement shall survive the resignation or removal of any LPI Plan Trustee.

2.9 LPI Plan Trust Continuance. The resignation, death, incapacity, removal or termination of the LPI Plan Trustee shall not terminate the LPI Plan Trust or revoke any existing agency created by the LPI Plan Trustee pursuant to this LPI Plan Trust Agreement or invalidate any action theretofore taken by the LPI Plan Trustee, and the provisions of this LPI Plan Trust Agreement shall be binding upon and inure to the benefit of the successor LPI Plan Trustee and all its successors or assigns.

ARTICLE III LPI PLAN TRUST OVERSIGHT COMMITTEE

3.1 LPI Plan Trust Oversight Committee. As of the LPI Plan Trust Effective Date, the LPI Plan Trust Oversight Committee shall be comprised of three (3) member(s) who initially shall be (each, a "Member", and, collectively, the "Members"): Daniel M. Glosband, Elizabeth

M. Lynch and Mark Manski. Except as otherwise expressly provided herein, a majority vote of the Members shall constitute an act or decision of the LPI Plan Trust Oversight Committee.

The Beneficiaries may appoint additional members to the LPI Plan Trust Oversight Committee with the consent of the majority of the Beneficiaries. Any Member of the LPI Plan Trust Oversight Committee may resign at any time by giving five (5) Business Days written notice to the LPI Plan Trustee and the other Members of the LPI Plan Trust Oversight Committee. Any Member of the LPI Plan Trust Oversight Committee may be removed with or without cause by a majority vote of the Beneficiaries. In the event of a resignation or removal of a Member of the LPI Plan Trust Oversight Committee, the remaining members of the Trust Oversight Committee may appoint another person as a successor to the resigning or removed member; provided, however, that the Beneficiaries shall appoint a successor Member in the event of the resignation or removal of the last remaining Member of the LPI Plan Trust Oversight Committee. A successor Member shall be appointed and authorized to act on the LPI Plan Trust Oversight Committee upon accepting such appointment.

3.2 Reports to LPI Plan Trust Oversight Committee. Notwithstanding any other provision of this LPI Plan Trust Agreement, the LPI Plan Trustee shall report to the LPI Plan Trust Oversight Committee on a regular basis, not less than once per calendar quarter, within [X] days of end of such quarter. The LPI Plan Trust Oversight Committee shall keep all such information strictly confidential, except to the extent the LPI Plan Trust Oversight Committee deems it reasonably necessary to disclose such information to the Bankruptcy Court (in which case, a good faith effort shall be made to file such information under seal).

3.3 Actions Requiring Approval of the LPI Plan Trust Oversight Committee. The LPI Plan Trustee shall obtain the approval of the LPI Plan Trust Oversight Committee (by at least a majority vote, which may be obtained by negative notice) prior to taking any action regarding any of the following matters:

- (a) to investigate and, if necessary and appropriate, to prosecute and enforce (or not prosecute or enforce), or to compromise, release or settle any Causes of Action on behalf of the Estates and the LPI Plan Trust;
- (b) to invest the Assets of the LPI Plan Trust in accordance with this Article IV.F;
- (c) to pay out of the LPI Plan Trust any and all valid Claims, liabilities, losses, damages, costs and expenses incurred in connection therewith or as a result thereof, including all valid and outstanding Post-Confirmation Expenses;
- (d) to commence and pursue dissolution or winding up of proceedings for the LPI Plan Trust;
- (e) to request the entry of a Final Decree;
- (f) to file, prosecute, compromise and settle objections to Claims;

(g) to sell, liquidate and/or recover any and all Assets of the Debtors' Estates and Reorganized Debtors and of the LPI Plan Trust, including without limitation, effectuating any remaining obligations in connection with the sale of the LTC Division pursuant to the LTC APA;

(h) to seek an order of the Bankruptcy Court approving the compromise, release or settlement of any Claim or Cause of Action or the sale or disposition of any Asset, provided that nothing herein shall require the LPI Plan Trustee to seek any such order; and

(i) to employ such other procedures, not inconsistent with this Plan, necessary for the LPI Plan Trustee to perform his, her or its duties hereunder.

3.4 Investments and Bond. The LPI Plan Trust Oversight Committee (by at least a majority vote) may authorize the LPI Plan Trust to invest the LPI Plan Trust Assets in prudent investments other than those described in Section 345 of the Bankruptcy Code, subject to Section 2.3 above. Notwithstanding any state or other applicable law to the contrary, the LPI Plan Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction, provided, however, that the LPI Plan Trust Oversight Committee may, at its discretion, require a fidelity bond from the LPI Plan Trustee in such reasonable amount as may be agreed to by majority vote of the LPI Plan Trust Oversight Committee, but any costs associated with any such fidelity bond shall be payable exclusively from the LPI Plan Trust Assets.

3.5 LPI Plan Trustee's Conflict of Interest. The LPI Plan Trustee shall disclose to the LPI Plan Trust Oversight Committee any conflicts of interest that the LPI Plan Trustee has with respect to any matter arising during administration of the LPI Plan Trust. In the event that the LPI Plan Trustee cannot take any action, including without limitation the prosecution of any Causes of Action or any objection to any Claim, by reason of an actual or potential conflict of interest, the LPI Plan Trust Oversight Committee acting by majority shall be authorized to take any such action(s) in the LPI Plan Trustee's place and stead, including without limitation the retention of professionals (which may include professionals retained by the LPI Plan Trustee) for the purpose of taking such actions.

3.6 Fees and Reimbursement of LPI Plan Trust Oversight Committee Expenses. Mr. Mark Manski, Ms. Elizabeth M. Lynch and Mr. Daniel M. Glosband shall each be entitled to a fee of \$1,500.00 per month for serving as members of the LPI Plan Trust Oversight Committee. Each Member shall be entitled to reimbursement of reasonable out-of-pocket expenses, which expenses shall be subject to the LPI Plan Trustee's review and approval (which shall not be unreasonably withheld, conditioned or delayed).

ARTICLE IV PROSECUTION AND RESOLUTION OF CAUSES OF ACTION

4.1 The LPI Plan Trust's Exclusive Authority to Pursue, Settle, or Abandon Causes of Action. Subject to Section 3.3 of this LPI Plan Trust Agreement, and pursuant to Article IV.N of the Plan, the LPI Plan Trust and the LPI Plan Trustee shall have the exclusive

right, power, and interest to pursue, settle, or abandon all Causes of Action as the sole representative of the Estates pursuant to Section 1123(b)(3) of the Bankruptcy Code.

ARTICLE V
LIABILITY OF LPI PLAN TRUSTEE
AND THE LPI PLAN TRUST OVERSIGHT COMMITTEE

5.1 Standard of Care; Exculpation. Neither the LPI Plan Trustee, the Members of the LPI Plan Trust Oversight Committee, nor any director, officer, member, affiliate, employee, employer, professional, successors, assigns, agent, or representative of the LPI Plan Trustee or the LPI Plan Trust Oversight Committee (each, an “Exculpated Party” and collectively, the “Exculpated Parties”) shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, or investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements or amounts paid in settlement (collectively referred to herein as “Losses”), whether or not in connection with litigation in which any Exculpated Party is a party, or enforcing this LPI Plan Trust Agreement (including these exculpation provisions), as and when imposed, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the LPI Plan Trustee’s or LPI Plan Trust Oversight Committee’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties and obligations under this LPI Plan Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission or error of an Exculpated Party; provided, however, that the foregoing limitation shall not apply to any Losses suffered or incurred by any holder of a Claim or interest or Beneficiary that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal or review) to have resulted primarily and directly from the fraud, gross negligence or willful misconduct of such Exculpated Party. Every act taken or omitted, power exercised or obligation assumed by the LPI Plan Trust or any Exculpated Party pursuant to the provisions of this LPI Plan Trust Agreement shall be held to be taken or omitted, exercised, or assumed, as the case may be, by the LPI Plan Trust or any Exculpated Party acting for and on behalf of the LPI Plan Trust and not otherwise; provided, however, that none of the foregoing Entities or persons are deemed to be responsible for any other such Entities’ or persons’ actions or inactions. Except as provided in the first proviso of the first sentence of this Section 5.1, every person, firm, corporation, or other Entity contracting or otherwise dealing with or having any relationship with the LPI Plan Trust or any Exculpated Party shall have recourse only to the LPI Plan Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings or relationships, and the LPI Plan Trust and the Exculpated Parties shall not be individually liable therefore. In no event shall the LPI Plan Trustee or any Exculpated Party be liable for indirect, punitive, special, incidental, or consequential damage or loss (including but not limited to lost profits) whatsoever, even if such Person or any Exculpated Party arising out of the LPI Plan Trust or this LPI Plan Trust Agreement has been informed of the likelihood of such loss or damages and regardless of the form of action. Any liability of the LPI Plan Trustee will be limited to the amount of fees paid to such Person over the period of twelve (12) months commencing on the LPI Plan Trust Effective Date.

5.2 Indemnification.

(a) The LPI Plan Trustee, the Members of the LPI Plan Trust Oversight Committee, and any director, officer, member, affiliate, employee, employer, professional, successor, assign, agent, or representative of the LPI Plan Trustee or the LPI Plan Trust Oversight Committee (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) shall be defended, held harmless, and indemnified from time to time by the LPI Plan Trust against any and all Losses, including, without limitation, the costs for counsel or others in investigating, preparing, defending, or settling any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this LPI Plan Trust Agreement (including these indemnity provisions), as and when imposed, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the LPI Plan Trustee’s or LPI Plan Trust Oversight Committee’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this LPI Plan Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission, or error of an Indemnified Party; provided, however, such indemnity shall not apply to any such Losses to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal or review) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such Indemnified Party. Satisfaction of any obligation of the LPI Plan Trust arising pursuant to the terms of this Section shall be payable only from the LPI Plan Trust Assets, shall be advanced prior to the conclusion of such matter as set forth in section 5.2(b) below. Such right to payment shall be prior and superior to any other rights to receive a distribution of the LPI Plan Trust Assets.

(b) The LPI Plan Trust shall promptly pay to the Indemnified Party the expenses set forth in subparagraph (a) above upon submission of invoices therefore on a current basis. Each Indemnified Party hereby undertakes, and the LPI Plan Trust hereby accepts its undertaking, to repay any and all such amounts so paid by the LPI Plan Trust if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefore under this LPI Plan Trust Agreement.

5.3 No Liability for Acts of Successor/Predecessor LPI Plan Trustees. Upon the appointment of a successor LPI Plan Trustee and the delivery of the LPI Plan Trust Assets to the successor LPI Plan Trustee, the predecessor LPI Plan Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor LPI Plan Trustee shall have no further liability or responsibility with respect thereto. A successor LPI Plan Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor LPI Plan Trustee shall be in any way liable for the acts or omissions of any predecessor LPI Plan Trustee unless a successor LPI Plan Trustee expressly assumes such responsibility. A predecessor LPI Plan Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor LPI Plan Trustee for any events or occurrences subsequent to the cessation of its role as LPI Plan Trustee.

5.4 Reliance by LPI Plan Trustee and the LPI Plan Trust Oversight Committee on Documents or Advice of Counsel or Other Professionals. Except as otherwise provided in this LPI Plan Trust Agreement, the LPI Plan Trustee, the LPI Plan Trust Oversight Committee, any director, officer, member, affiliate, employee, employer, professional, agent, or

representative of the LPI Plan Trustee, and the Members of the LPI Plan Trust Oversight Committee may rely, and shall be protected from liability for acting or failing to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the LPI Plan Trustee and/or the LPI Plan Trust Oversight Committee to be genuine and to have been presented by an authorized party. Neither the LPI Plan Trustee nor the LPI Plan Trust Oversight Committee shall be liable for any action taken or omitted or suffered by the LPI Plan Trustee or the LPI Plan Trust Oversight Committee, as applicable, in reasonable reliance upon the advice of counsel or other professionals engaged by the LPI Plan Trustee or the LPI Plan Trust Oversight Committee, as applicable, in accordance with this LPI Plan Trust Agreement. The LPI Plan Trustee and the LPI Plan Trust Oversight Committee, as applicable, shall be fully indemnified by the LPI Plan Trust for or in respect of any action taken, suffered or omitted by it and in accordance with such advice or opinion.

5.5 Conflicts of Interest. Conflicts of interest of the LPI Plan Trustee will be addressed by the LPI Plan Trust Oversight Committee as set forth above in Section 3.5. If no LPI Plan Trust Oversight Committee is serving, the LPI Plan Trustee will appoint a disinterested person to handle any matter where the LPI Plan Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the LPI Plan Trustee is unwilling or unable to appoint a disinterested person to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so.

5.6 Insurance. The LPI Plan Trustee, upon the approval of the LPI Plan Trust Oversight Committee, may purchase, using the LPI Plan Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the LPI Plan Trust Oversight Committee and the LPI Plan Trustee deem reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this LPI Plan Trust Agreement.

5.7 No Liability for Good Faith Error of Judgment. The LPI Plan Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the LPI Plan Trustee was grossly negligent in its judgment.

5.8 Survival. The provisions of this Article V shall survive the termination of this LPI Plan Trust Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of the LPI Plan Trustee or the dissolution of the LPI Plan Trust Oversight Committee or the service of any Exculpated Party.

ARTICLE VI GENERAL PROVISIONS CONCERNING ADMINISTRATION OF THE LIQUIDATING TRUST

6.1 LPI Plan Trust Reserve. The LPI Plan Trustee may, at its discretion, establish the LPI Plan Trust Reserve as set forth in Section 9.2 of this LPI Plan Trust Agreement.

6.2 Register of Beneficiaries. The LPI Plan Trustee shall maintain at all times a register of the names, distribution addresses and amounts of the ratable interests in the LPI Plan Trust of the Beneficiaries (the “Register”). The LPI Plan Trustee may retain BMC (or another claims agent) to update and maintain such list throughout the administration of the LPI Plan Trust Assets and the Claims required to be administered by the LPI Plan Trustee, and such list may serve as the Register. All references in this LPI Plan Trust Agreement to holders of beneficial interests in the LPI Plan Trust shall be read to mean holders of record as set forth in the Register maintained by the LPI Plan Trustee and shall exclude any beneficial owner not recorded on such Register. The LPI Plan Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the LPI Plan Trustee from time to time.

6.3 Books and Records.

(a) On the LPI Plan Trust Effective Date, the Reorganized Debtors hereby transfer and assign to the LPI Plan Trust full title to, and the LPI Plan Trust shall be authorized to take possession of, all of the books and records of the Reorganized Debtors. The LPI Plan Trust shall have the responsibility of physically taking possession of (with the Reorganized Debtors’ reasonable cooperation), storing and maintaining books and records transferred hereunder until the Chapter 11 Cases are closed, after which time such books and records may, to the extent not prohibited by applicable law, be abandoned or destroyed without further Bankruptcy Court order. For the purpose of this Section 6.3, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of the Reorganized Debtors maintained by or in possession of third parties and all of the claims and rights of the Reorganized Debtors in and to their books and records, wherever located.

(b) The LPI Plan Trustee also shall maintain in respect of the LPI Plan Trust and the Beneficiaries books and records relating to the LPI Plan Trust Assets and any income or proceeds realized therefrom and the payment of expenses of and claims against or assumed by the LPI Plan Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. For the avoidance of doubt, the LPI Plan Trustee shall be reimbursed for all reasonable costs and expenses relating to the storage and maintenance of these books and records. Except as expressly provided in this LPI Plan Trust Agreement, the Plan, or the Confirmation Order, or as may be required by applicable law (including securities law), nothing in this LPI Plan Trust Agreement is intended to require the LPI Plan Trust to file any accounting or seek approval of any court with respect to the administration of the LPI Plan Trust, or as a condition for making any payment or distribution out of the LPI Plan Trust Assets. The LPI Plan Trust Oversight Committee shall have the right to inspect the books and records of the LPI Plan Trust at any time upon reasonable notice to the LPI Plan Trustee. Beneficiaries shall have the right upon thirty (30) days’ prior written notice delivered to the LPI Plan Trustee to inspect the LPI Plan Trust’s books and records, including the Register, provided such Beneficiary shall have entered into a confidentiality agreement in form and substance reasonably satisfactory to the LPI Plan Trustee and the Beneficiary shall agree to pay for all costs and expenses incurred by the LPI Plan Trust and LPI Plan Trustee in connection with such inspection. Satisfaction of the foregoing condition notwithstanding, if (a) the LPI Plan Trustee and the LPI Plan Trust Oversight Committee determine in good faith that the inspection of the LPI Plan Trust’s books and records, including the Register, by any Beneficiary would be

detrimental to the LPI Plan Trust, (b) such Beneficiary is a defendant (or potential defendant) in a pending (or potential) action brought by the LPI Plan Trust, or (c) such inspection may jeopardize the LPI Plan Trustee's rights to assert the attorney client privilege or any other possible privilege related to the LPI Plan Assets, the LPI Plan Trust may deny such request for inspection. The Bankruptcy Court shall resolve any dispute between any Beneficiary and the LPI Plan Trustee under this Section 6.3.

6.4 Filing of Interim Reports. The LPI Plan Trust shall, consistent with Article VI.L of the Plan, file with the Office of the United States Trustee quarterly reports regarding the liquidation or other administration of the LPI Plan Trust Assets. The form of Post-Confirmation Operating Report required by the Office of the United States Trustee for the District of Delaware shall fulfill this requirement.

6.5 Final Accounting of LPI Plan Trustee. The LPI Plan Trustee (or any such successor LPI Plan Trustee) shall within thirty (30) days after the termination of the LPI Plan Trust or the death, dissolution, liquidation, resignation, or removal of the LPI Plan Trustee, render an accounting containing the following information:

- (a) A description of the LPI Plan Trust Assets.
- (b) A summarized accounting in sufficient detail of all gains, losses, receipts, disbursements and other transactions in connection with the LPI Plan Trust and the LPI Plan Trust Assets during the LPI Plan Trustee's term of service, including their source and nature.
- (c) Separate entries for all receipts of principal and income.
- (d) The ending balance of all LPI Plan Trust Assets as of the date of the accounting, including the Cash balance on hand and the name(s) and location(s) of the depository or depositories where the Cash is kept.
- (e) All known liabilities of the LPI Plan Trust.
- (f) All pending actions.

6.6 Filing of Accounting. The final accounting described in Section 6.5 shall be filed with the Bankruptcy Court and all Beneficiaries shall have notice that the final accounting has been filed and an opportunity to have a hearing on the approval of the accounting and the discharge and release of the LPI Plan Trustee.

ARTICLE VII BENEFICIAL INTERESTS AND BENEFICIARIES

7.1 Trust Beneficial Interests. Each holder of an Allowed Claim, shall be entitled to receive beneficial interests in accordance with the treatment of such Claim under the Plan, and shall be entitled to distributions as set forth in the Plan.

7.2 Interest Beneficial Only. Ownership of a beneficial interest in the LPI Plan Trust shall not entitle any Beneficiary to any title in or to the LPI Plan Trust Assets or to any right to call for a partition or division of the LPI Plan Trust Assets or to require an accounting.

7.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the LPI Plan Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the LPI Plan Trust by the LPI Plan Trustee, which may be the Register.

7.4 Exemption from Registration. The parties hereto intend that the rights of the holders of the beneficial interests arising under this LPI Plan Trust Agreement shall not be “securities” under applicable laws, but none of the parties hereto represents or warrants that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by Section 1145 of the Bankruptcy Code and by other applicable law to apply to their issuance under the Plan.

7.5 Transfers of Beneficial Interests. Beneficial interests in the LPI Plan Trust shall be nontransferable except upon death of the interest holder or by operation of law. The LPI Plan Trust shall not have any obligation to recognize any transfer of Claims occurring after the LPI Plan Trust Effective Date. Only those holders of Claims of record stated on the transfer ledgers as of the close of business on the LPI Plan Trust Effective Date, to the extent applicable, shall be entitled to be recognized for all purposes hereunder.

7.6 Absolute Owners. The LPI Plan Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for federal and state income tax purposes and for all other purposes whatsoever.

7.7 Change of Address. A Beneficiary may, after the LPI Plan Trust Effective Date, select an alternative distribution address by filing a notice with the Bankruptcy Court (copy served on the LPI Plan Trustee) identifying such alternative distribution address. Absent such notice, the LPI Plan Trustee shall not recognize any such change of distribution address. Such notification shall be effective only upon receipt by the LPI Plan Trustee.

7.8 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary during the term of the LPI Plan Trust shall not operate to terminate the LPI Plan Trust during the term of the LPI Plan Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the LPI Plan Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this LPI Plan Trust Agreement or in the LPI Plan Trust.

ARTICLE VIII PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

8.1 Incorporation of Plan Provisions. As of the LPI Plan Trust Effective Date, the LPI Plan Trust shall assume responsibility for all Claims matters established by the Plan. In

accordance with the Plan, the LPI Plan Trust shall establish appropriate reserves pending resolution, as set forth in the Plan, of all contested matters and adversary proceedings concerning Disputed Claims.

8.2 Disputed Claims Reserve.

(a) **Establishment of Disputed Reserves.** On the date of the Initial Distribution (or on any other date on which distributions are made by the LPI Plan Trustee), and in connection with making all distributions required to be made on any such date under the Plan, the LPI Plan Trustee shall evaluate whether to establish a separate reserve on account of distributions of Cash or other property as necessary pursuant to the Plan.

(b) **Amounts to Be Reserved.** The LPI Plan Trustee shall reserve the Cash or other property allocated for distribution on account of each Disputed Claim based upon the full asserted amount of each such Disputed Claim or such lesser amount as may be estimated by the Bankruptcy Court in accordance with the Plan, provided that such reserve shall only be established in respect of Claims which, if allowed, would be payable under the Plan.

(c) **Distribution.** Payments on any Disputed Claim that becomes an Allowed Claim shall be distributed by the LPI Plan Trustee from the disputed reserve after the Claim is allowed.

(d) **Limitation of Liability for Funding the Disputed Claims Reserve.** The LPI Plan Trustee shall have no duty to fund any disputed reserve.

(e) **Transmittal of Distributions and Notices.** Any property or notice which a person is or becomes entitled to receive pursuant to the Plan and this LPI Plan Trust Agreement may be delivered by regular mail, postage prepaid, in an envelope addressed to that person's address listed in the Register. Property distributed in accordance with this subsection shall be deemed delivered to such person regardless of whether such property is actually received by that person. Notice given in accordance with this subsection shall be effective only upon delivery.

ARTICLE IX DISTRIBUTIONS

9.1 Distributions to Beneficiaries from LPI Plan Trust Assets. All payments to be made by the LPI Plan Trust to any Beneficiary shall be made only in accordance with the Plan, the Confirmation Order and this LPI Plan Trust Agreement and from the LPI Plan Trust Assets (or from the income and proceeds realized from the LPI Plan Trust Assets) net of the LPI Plan Trust Reserve (defined below), Administrative Fund and other reserves established by the LPI Plan Trustee, if any, and only to the extent that the LPI Plan Trust has sufficient LPI Plan Trust Assets (or income and proceeds realized from the LPI Plan Trust Assets) to make such payments in accordance with and to the extent provided for in the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

9.2 Distributions; Withholding. The LPI Plan Trustee shall make the Initial Distribution to Holders of Allowed Claims as provided in the Plan and, following the Initial

Distribution required under the Plan, the LPI Plan Trustee shall make distributions, to the extent possible, to Beneficiaries; provided, however, that the LPI Plan Trust may retain and supplement from time to time a reserve (the “LPI Plan Trust Reserve”) in such amount (a) as is reasonably necessary to meet contingent liabilities and to maintain the value of the LPI Plan Trust Assets during the term of the LPI Plan Trust; (b) to pay reasonable administrative expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees, and expenses (including attorneys’ fees and expenses, financial advisor fees and expenses, and disbursing agent fees and expenses) of the LPI Plan Trustee and the LPI Plan Trust Oversight Committee in connection with the performance of their duties in connection with this LPI Plan Trust Agreement; and (c) to satisfy all other liabilities and claims of creditors of the LPI Plan Trust incurred or assumed in respect of the LPI Plan Trust (or to which the LPI Plan Trust Assets are otherwise subject) in accordance with the Plan, the Confirmation Order and this LPI Plan Trust Agreement. All such distributions shall be made as provided, and subject to any withholding or reserve, in this LPI Plan Trust Agreement, the Plan or the Confirmation Order. Additionally, the LPI Plan Trustee may withhold from amounts distributable to any Beneficiary any and all amounts, determined in the LPI Plan Trustee’s sole discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement. In addition, all distributions under this LPI Plan Trust Agreement shall be net of the actual and reasonable costs of making such distributions. Prior to the making of any distributions contemplated hereunder, the LPI Plan Trustee shall provide the LPI Plan Trust Oversight Committee with five business day’s written notice of any such distribution, which notice shall include a summary of the aggregate amounts to be distributed. Within three business days of receipt of the notice of distribution, any Member of the LPI Plan Trust Oversight Committee may request additional information regarding the calculation of the proposed distribution.

9.3 No Distribution Pending Allowance. No payment or distribution shall be made with respect to any Claim to the extent it is a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim.

9.4 Distributions after Allowance. Distributions to each holder of a Disputed Claim, to the extent that such Claim ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan, Confirmation Order, and this LPI Plan Trust Agreement.

9.5 Non-Cash Property. Subject to Section 3.3 hereof, any non-Cash property of the LPI Plan Trust may be sold, transferred or abandoned by the LPI Plan Trustee. If, in the LPI Plan Trustee’s reasonable judgment, such property cannot be sold in a commercially reasonable manner, or the LPI Plan Trustee believes, in good faith, such property has no value to the LPI Plan Trust, the LPI Plan Trustee shall have the right, subject to the approval of the LPI Plan Trust Oversight Committee, to abandon or otherwise dispose of such property, including by donation of such property to a charity designated by the LPI Plan Trust Oversight Committee. Except in the case of fraud, willful misconduct, or gross negligence, no party in interest shall have a cause of action against the LPI Plan Trustee or any director, officer, employee, consultant, or professional of the LPI Plan Trustee, the LPI Plan Trust Oversight Committee, or of any of its Members or professionals, arising from or related to the disposition of non-Cash property in accordance with this Section.

9.6 Undeliverable Distributions. If any distribution is returned as undeliverable, the LPI Plan Trust may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the distribution was made as the LPI Plan Trustee deems appropriate, but no distribution to any holder shall be made unless and until the LPI Plan Trustee has determined the then-current address of the holder, at which time the distribution to such holder shall be made to the holder without interest. Amounts in respect of any undeliverable distributions made by the LPI Plan Trustee shall be returned to, and held in trust by, the LPI Plan Trustee until the distributions are claimed or are deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code and Article VI.D of the Plan (“Unclaimed Property”). While the LPI Plan Trustee may, in its sole discretion, attempt to determine a Beneficiary’s current address or otherwise locate a Beneficiary, nothing in this LPI Plan Trust Agreement or the Plan shall require the LPI Plan Trustee to do so.

9.7 Unclaimed Property. Except with respect to property not Distributed because it is being held in a reserve, distributions that are not claimed by the expiration of six (6) months from the LPI Plan Trust Effective Date shall be deemed to be Unclaimed Property and shall vest or revert in the LPI Plan Trust, and the Claims with respect to which those distributions are made shall be automatically canceled. After the expiration of that six-month period, the claim of any person or Entity to those distributions shall be discharged and forever barred. Nothing contained in the Plan or this LPI Plan Trust Agreement shall require the LPI Plan Trustee to attempt to locate any holder of an Allowed Claim. All funds or other property that vests or reverts in the LPI Plan Trust pursuant to Article VI.D of the Plan and this Section 9.7 shall be distributed by the LPI Plan Trustee to the other holders of Allowed Claims in accordance with the provisions of the Plan and this LPI Plan Trust Agreement. A Claim, and the Unclaimed Property distributed on account of such Claim, shall not escheat to any federal, state, or local government or other entity by reason of the failure of its holder to claim a distribution in respect of such Claim.

9.8 Time Bar to Cash Payments by Check. Checks issued by the LPI Plan Trustee on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof in accordance with Article VI.D of the Plan. Requests for the reissuance of any check that becomes null and void pursuant to the Plan and this Section 9.8 shall be made directly to the LPI Plan Trustee by the holder of the Allowed Claim to whom the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of the first anniversary of the LPI Plan Trust Effective Date or the first anniversary of the date on which the Claim at issue became an Allowed Claim. After that date, all Claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall revert in and become property of the LPI Plan Trust as Unclaimed Property in accordance with Section 347(b) of the Bankruptcy Code and be distributed as Unclaimed Property.

9.9 Withholding Taxes and Expenses of Distribution. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All holders of Claims shall be required to provide the LPI Plan Trustee with any information necessary to effect the withholding of such taxes. In addition, all distributions under the Plan shall be net of the actual and reasonable costs of making such distributions. Unless and until (but only if) such information is timely provided, all

distributions to which such holders may be or become entitled shall be treated as Unclaimed Property under Section 9.7 of the LPI Plan Trust Agreement.

9.10 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the beneficial interest of a Beneficiary under this LPI Plan Trust Agreement, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the LPI Plan Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

(a) In so refusing, the LPI Plan Trustee may elect to cause the LPI Plan Trust to make no payment or distribution with respect to the beneficial interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, neither the LPI Plan Trust nor the LPI Plan Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the LPI Plan Trust or LPI Plan Trustee be liable for interest on any funds which may be so withheld.

(b) The LPI Plan Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a final order of the Bankruptcy Court or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the LPI Plan Trustee, which agreement shall include a complete release of the LPI Plan Trust and LPI Plan Trustee and all of its directors, officers, employees, professional agents and representatives. Until the LPI Plan Trustee receives written notice that one of the conditions of the preceding sentence is met, the LPI Plan Trustee may deem and treat as the absolute owner under this LPI Plan Trust Agreement of the beneficial interest in the LPI Plan Trust the Beneficiary identified as the owner of that interest in the books and records maintained by the LPI Plan Trustee. The LPI Plan Trustee may deem and treat such Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

(c) In acting or refraining from acting under and in accordance with this Section 9.10 of the LPI Plan Trust Agreement, the LPI Plan Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article V of this Agreement.

9.11 Distributions on Non-Business Days. Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

9.12 No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any distribution in excess of the Allowed amount of such Claim.

9.13 Setoff and Recoupment. The LPI Plan Trust may, but shall not be required to, setoff against, or recoup from, any Claim and the distribution to be made pursuant to the Plan in respect thereof, any claims or defenses of any nature whatsoever that any of the Debtors, the

Estates or the LPI Plan Trust may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors, the Estates or the LPI Plan Trust of any claim, defense, right of setoff, or recoupment that any of them may have against the holder of any Claim.

ARTICLE X TAXES

10.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the LPI Plan Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. As such, the Beneficiaries will be treated as both the grantors and the deemed owners of the LPI Plan Trust. Any items of income, deduction, credit, and loss of the LPI Plan Trust shall be allocated for federal income tax purposes to the Beneficiaries.

10.2 Tax Returns. In accordance with IRC Section 6012 and Treasury Regulation Section 1.671-4(a), the LPI Plan Trust shall file with the IRS annual tax returns on Form 1041. In addition, the LPI Plan Trust shall file in a timely manner such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon out of the LPI Plan Trust Assets (or the income or proceeds thereof). The LPI Plan Trustee shall, in its sole discretion, determine the best way to report with respect to any reserve for Disputed Claims, including electing to report as, without limitation, a disputed ownership fund under IRS Treasury Regulation Section 1.468B-9 or otherwise as a separate trust or other entity. Within a reasonable time following the end of the taxable year, the LPI Plan Trust shall send to each Beneficiary a separate statement setting forth the Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct each such Beneficiary to report such items on their federal income tax returns. The LPI Plan Trust may provide each Beneficiary with a copy of the Form 1041 for the LPI Plan Trust (without attaching any other Beneficiary's Schedule K-1 or other applicable information form) along with such Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement. The LPI Plan Trust shall allocate the taxable income, gain, loss, deduction, or credit of the LPI Plan Trust with respect to each Beneficiary.

10.3 Withholding of Taxes and Reporting Related to LPI Plan Trust Operations. The LPI Plan Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions made by the LPI Plan Trust shall be subject to any such withholding and reporting requirements. To the extent that the operation of the LPI Plan Trust or the liquidation of the LPI Plan Trust Assets creates a tax liability, the LPI Plan Trust shall promptly pay such tax liability out of the LPI Plan Trust Assets (or the income or proceeds thereof) and any such payment shall be considered a cost and expense of the operation of the LPI Plan Trust payable without Bankruptcy Court order. The LPI Plan Trust may reserve a sum, the amount of which shall be determined by the LPI Plan Trust with the approval of the LPI Plan Trust Oversight Committee, sufficient to pay the accrued or potential tax liability arising out of the operations of the LPI Plan Trust or the operation of the LPI Plan Trust Assets. Upon the approval of the LPI Plan Trust Oversight Committee, the LPI Plan Trustee, on behalf of the LPI Plan Trust, may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld. Any federal,

state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Beneficiaries shall be required to provide any information necessary to effect the withholding of such taxes.

10.4 Valuations. Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations, the receipt by the LPI Plan Trustee of a private letter ruling if the LPI Plan Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the LPI Plan Trust as a liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the LPI Plan Trust Effective Date, but in no event later than sixty (60) days thereafter, (i) the LPI Plan Trustee shall make a good faith valuation of the LPI Plan Trust Assets, and (ii) the LPI Plan Trustee shall establish appropriate means to apprise the Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Reorganized Debtors, the LPI Plan Trust, the Beneficiaries and the LPI Plan Trust Oversight Committee) for all federal income tax purposes. The LPI Plan Trustee also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the LPI Plan Trust that are required by any governmental unit.

10.5 Treatment of Disputed Claims. Notwithstanding any other provision of this LPI Plan Trust Agreement to the contrary, subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the LPI Plan Trust may, in its sole discretion, determine the best way to report with respect to any Disputed Claims. Accordingly, the LPI Plan Trustee may, in its discretion, elect to (i) treat any LPI Plan Trust Assets allocable to, or retained on account of, a Disputed Claim in accordance with Section 8.2 of this LPI Plan Trust Agreement as held by one or more discrete trusts for federal income tax purposes, consisting of separate and independent shares to be established in respect of each Disputed Claim, in accordance with the trust provisions of the IRC (Sections 641 et seq.), (ii) treat as taxable income or loss of each Disputed Claims, with respect to any given taxable year, the portion of the taxable income or loss of the LPI Plan Trust that would have been allocated to the holders of Disputed Claims had such Claims been Allowed on the LPI Plan Trust Effective Date (but only for the portion of the taxable year with respect to which such Claims are unresolved), (iii) treat as a distribution from the Disputed Claims any increased amounts distributed by the LPI Plan Trust as a result of any Disputed Claims resolved earlier in the taxable year, to the extent such distributions relate to taxable income or loss of the Disputed Claims determined in accordance with the provisions hereof, and (iv) to the extent permitted by applicable law, report consistent with the foregoing for state and local income tax purposes. The LPI Plan Trustee may otherwise elect to report with respect to any Disputed Claims as a disputed ownership fund under IRS Treasury Regulation Section 1.468B-9. All Beneficiaries shall report, for income tax purposes, consistent with the election of the LPI Plan Trustee. In the event, and to the extent, any Cash retained on account of Disputed Claims is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the LPI Plan Trustee as a result of the resolutions of such Disputed Claims.

10.6 Expedited Determination of Taxes. The LPI Plan Trust may request an expedited determination of taxes or tax refund rights of the LPI Plan Trust, including the Disputed Claims, under Section 505(b) of the Bankruptcy Code for all returns or claims filed for the LPI Plan Trust for all taxable periods through the termination of the LPI Plan Trust.

ARTICLE XI TERMINATION OF LIQUIDATING TRUST

11.1 Termination of LPI Plan Trust. The LPI Plan Trustee shall be discharged and the LPI Plan Trust shall be terminated, at such time as (a) all Disputed Claims have been resolved, (b) all of the LPI Plan Trust Assets have been liquidated, (c) all duties and obligations of the LPI Plan Trustee hereunder have been fulfilled, and (d) all distributions required to be made by the LPI Plan Trustee under the Plan and this LPI Plan Trust Agreement have been made; provided, however, that in no event shall the LPI Plan Trust be terminated later than the term of the LPI Plan Trust under Section 11.2 of this LPI Plan Trust Agreement, as such term may be extended pursuant to Section 11.2.

11.2 Maximum Term. The term of the LPI Plan Trust shall end no later than the fifth (5th) anniversary of the LPI Plan Trust Effective Date (the “Initial LPI Plan Trust Term”); provided, however, that upon a motion by a party in interest, the Bankruptcy Court may, subject to the further provisions of this Section 11.2, extend the term of the LPI Plan Trust for such additional period of time as is necessary to facilitate or complete the recovery and liquidation of the LPI Plan Trust Assets as follows: within the three (3) month period prior to the termination of the Initial LPI Plan Trust Term, the LPI Plan Trustee may file a notice of intent to extend the term of the LPI Plan Trust with the Bankruptcy Court and, upon approval of the Bankruptcy Court of such extension request following notice and a hearing, the term of the LPI Plan Trust shall be so extended. The LPI Plan Trust may file one or more such extension notices, each notice to be filed within the three (3) month period prior to the termination of the extended term of the LPI Plan Trust (all such extensions, collectively, are referred to herein as the “Supplemental LPI Plan Trust Term”). Notwithstanding anything to the contrary in this Section 11.2, however, the Supplemental Liquidation Term may not exceed three (3) years without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the LPI Plan Trust as a liquidating trust for federal income tax purposes. In addition, the provisions of this Section 11.2 shall be without prejudice to the right of any party in interest under Section 1109 of the Bankruptcy Code to petition the Bankruptcy Court, for cause shown, to shorten the Supplemental LPI Plan Trust Term.

11.3 Events Upon Termination. At the conclusion of the term of the LPI Plan Trust, the LPI Plan Trustee shall distribute the remaining LPI Plan Trust Assets (subject to a reserve for expenses incurred in winding up the affairs of the LPI Plan Trust), if any, to the Beneficiaries, in accordance with the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

11.4 Winding Up, Discharge, and Release of the LPI Plan Trustee. For purposes of winding up the affairs of the LPI Plan Trust at the conclusion of its term, the LPI Plan Trustee shall continue to act as LPI Plan Trustee until its duties under this LPI Plan Trust Agreement have been fully discharged or its role as LPI Plan Trustee is otherwise terminated under this LPI Plan Trust Agreement and the Plan. Upon a motion by the LPI Plan Trustee, the Bankruptcy

Court may enter an order relieving the LPI Plan Trustee, its agents and employees of any further duties, discharging, and releasing the LPI Plan Trustee and releasing its bond, if any.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Amendments. The LPI Plan Trustee may, with the approval of a majority of the Members of the LPI Plan Trust Oversight Committee, modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order. In the event that a majority (as described above) of the Members of the LPI Plan Trust Oversight Committee is unable to reach a consensus regarding a proposed modification, supplement, or amendment of this LPI Plan Trust Agreement, the LPI Plan Trustee may seek Bankruptcy Court approval of any such modification, supplement, or amendment.

12.2 Waiver. No failure by the LPI Plan Trust, the LPI Plan Trustee, or the LPI Plan Trust Oversight Committee to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

12.3 Cumulative Rights and Remedies. The rights and remedies provided in this LPI Plan Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

12.4 No Bond Required. Notwithstanding any state law to the contrary, the LPI Plan Trustee (including any successor LPI Plan Trustee) shall be exempt from giving any bond or other security in any jurisdiction other than as provided under Section 3.4 of this LPI Plan Trust Agreement.

12.5 Irrevocability. This LPI Plan Trust Agreement and the LPI Plan Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this LPI Plan Trust Agreement.

12.6 Tax Identification Numbers. The LPI Plan Trustee may require any Beneficiary to furnish to the LPI Plan Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the LPI Plan Trustee may condition any distribution to any Beneficiary upon the receipt of such identification number.

12.7 Relationship to the Plan and Confirmation Order. The principal purpose of this LPI Plan Trust Agreement is to aid in the implementation of the Plan and, therefore, this LPI Plan Trust Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event that any provision of this LPI Plan Trust Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control. In the event that any provision of the Plan is found to be inconsistent with a provision of the Confirmation Order, the Confirmation Order shall control.

12.8 Division of LPI Plan Trust. Under no circumstances shall the LPI Plan Trustee have the right or power to divide the LPI Plan Trust unless authorized to do so by the LPI Plan Trust Oversight Committee and the Bankruptcy Court.

12.9 Applicable Law. This LPI Plan Trust shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

12.10 Retention of Jurisdiction. Notwithstanding the LPI Plan Trust Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the LPI Plan Trust after the LPI Plan Trust Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection therewith, including, without limitation, this LPI Plan Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the LPI Plan Trustee or any Member of the LPI Plan Trust Oversight Committee or any professional retained by the LPI Plan Trustee or the LPI Plan Trust Oversight Committee, in each case in its capacity as such. Each party to this LPI Plan Trust Agreement hereby irrevocably consents to the exclusive jurisdiction and venue of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this LPI Plan Trust Agreement or of any other agreement or document delivered in connection with this LPI Plan Trust Agreement, and also hereby irrevocably waives any defense of improper venue, forum *non conveniens* or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that any action to enforce, interpret, or construe any provision of this LPI Plan Trust Agreement will be brought only in the Bankruptcy Court. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret or construe any provision of this LPI Plan Trust Agreement.

12.11 Severability. In the event that any provision of this LPI Plan Trust Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this LPI Plan Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this LPI Plan Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

12.12 Limitation of Benefits. Except as otherwise specifically provided in this LPI Plan Trust Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this LPI Plan Trust Agreement.

12.13 Notices. Except as provided in Section 12.10 of this LPI Plan Trust Agreement, all notices, requests, demands, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail, or regular mail, with postage prepaid, to the following addresses:

If to the LPI Plan Trustee:

William A. Brandt, Jr.
Development Specialists, Inc.
Three First National Plaza
70 West Madison Street Suite 2300
Chicago, Illinois 60602-4250
Facsimile: (312) 263-1180

with a copy to:

Leo T. Crowley
Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036
Facsimile: (212) 858-1500

- and -

Jonathan J. Russo
Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036
Facsimile: (212) 858-1500

If to a Beneficiary:

To the name and distribution address set forth in the
Register with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

12.14 Further Assurances. From and after the LPI Plan Trust Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this LPI Plan Trust Agreement, and to consummate the transactions contemplated hereby.

12.15 Integration. This LPI Plan Trust Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan and in the Confirmation Order. This LPI Plan Trust Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this LPI Plan Trust Agreement, the Plan or Confirmation Order, nothing herein is intended or shall be construed to confer upon or

give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this LPI Plan Trust Agreement.

12.16 Interpretation. The enumeration and Section headings contained in this LPI Plan Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this LPI Plan Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this LPI Plan Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this LPI Plan Trust Agreement as a whole and not to any particular section or subsection hereof unless the context requires otherwise. Any reference to the “LPI Plan Trustee” shall be deemed to include a reference to the “LPI Plan Trust” and any reference to the “LPI Plan Trust” shall be deemed to include a reference to the “LPI Plan Trustee” except for the references in Sections 5.1 and 5.2, and such other provisions in which the context otherwise requires.

12.17 Counterparts. This LPI Plan Trust Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this LPI Plan Trust Agreement by facsimile or email in pdf format shall be equally effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this LPI Plan Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

LABORATORY PARTNERS, INC.

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**TERRE HAUTE MEDICAL
LABORATORY, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**PATHOLOGY ASSOCIATES OF
TERRE HAUTE, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**KILBOURNE MEDICAL
LABORATORIES, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

MEDLAB OHIO, INC.

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**SUBURBAN MEDICAL
LABORATORY, INC.**

By: _____

Name: William A. Brandt, Jr.

Title: Chief Executive Officer, President and
Secretary

**BIOLOGICAL TECHNOLOGY
LABORATORY, INC.**

By: _____

Name: William A. Brandt, Jr.

Title: Chief Executive Officer, President and
Secretary

WILLIAM A. BRANDT, JR.

By: _____

Name: William A. Brandt, Jr.

Title: LPI Plan Trustee

Exhibit A

Terms of Compensation of LPI Plan Trustee

Mr. William A. Brandt, Jr., as the LPI Plan Trustee, shall be paid at a fixed rate of \$25,000 per month, plus the reimbursement of reasonable out-of-pocket expenses.

Schedule 8

Blackline of Plan Supplement LPI Plan Trust Agreement

LPI PLAN TRUST AGREEMENT

This LPI Plan Trust Agreement (the “LPI Plan Trust Agreement”) is made this ___ day of _____ 2014 by and among the successors to Laboratory Partners, Inc. and each of its debtor affiliates listed on the signature pages hereto (each a “Reorganized Debtor” and, collectively, the “Reorganized Debtors”), and William A. Brandt, Jr., as trustee (the “LPI Plan Trustee”) and executed in connection with the *Debtors’ Joint Chapter 11 Plan*, dated _____, 2014 (as the same has been or may be amended, the “Plan”) filed in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan or in the Bankruptcy Code, as applicable.

RECITALS

WHEREAS, on October 25, 2013 (the “Petition Date”), each of the Debtors filed a petition with the Bankruptcy Court under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”); and

WHEREAS, on February 24, 2014, the Debtors consummated a sale of their Talon division and a portion of their Union Hospital division (the “Talon Sale”); and

WHEREAS, on March 21, 2014, the Debtors consummated a sale of their Union Hospital Nuclear Medicine Business (the “Union Nuclear Sale”); and

WHEREAS, on May 21, 2014, the Debtors filed a motion to sell their LTC division; and

WHEREAS, on June 11, 2014, the Bankruptcy Court entered an order approving the sale of the LTC division (the “LTC Sale” and together with the Talon Sale and the Union Nuclear Sale, the “Sales”) through a series of three separate closings; and

WHEREAS, on May 21, 2014, the Debtors filed the Plan (Docket No. 484); and

WHEREAS, on July ___, 2014, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”) (Docket No. ____); and

WHEREAS, on _____, the Reorganized Debtors consummated the final closing regarding the assets of the LTC Division pursuant to the LTC Sale; and

WHEREAS, as a result of the consummation of the Sales, the Reorganized Debtors no longer have any ongoing business operations; and

WHEREAS, the Plan contemplates, on the LPI Plan Trust Effective Date, (a) the creation of a liquidating trust (the “LPI Plan Trust”) and the creation of the beneficial interests in the LPI Plan Trust solely for the benefit of holders of Allowed Prepetition Secured Lender Claims (collectively, the “Beneficiaries” and, each individually, a “Beneficiary”), and (b) the LPI Plan Trust will be vested with all of the Reorganized Debtors’ remaining Assets on the LPI Trust

Effective Date, including, without limitation, the right to prosecute, settle, withdraw or resolve all Causes of Action (the “LPI Plan Trust Assets”), as set forth in the Plan; and

WHEREAS, the Plan contemplates that, pursuant to Treasury Regulation Section 301.7701-4(d), the LPI Plan Trust shall be created for the purpose of: (a) administering and liquidating the LPI Plan Trust Assets; (b) resolving all Disputed Claims; (c) pursuing Causes of Action, and (d) making all distributions to the Beneficiaries provided for under the Plan, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the liquidating purpose of the LPI Plan Trust and the Plan; and

WHEREAS, the LPI Plan Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes, pursuant to Sections 671-677 of the Internal Revenue Code of 1986, as amended (the “IRC”), with the Beneficiaries to be treated as the grantors of the LPI Plan Trust and deemed to be the owners of the LPI Plan Trust Assets (subject to the rights of creditors of the LPI Plan Trust), and consequently, the transfer of the LPI Plan Trust Assets to the LPI Plan Trust shall be treated as a deemed transfer of those assets from the Reorganized Debtors and the Estates to the Beneficiaries followed by a deemed transfer by such Beneficiaries to the LPI Plan Trust for federal income tax purposes.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I DECLARATION OF TRUST

1.1 Creation and Purpose of the LPI Plan Trust. The Reorganized Debtors and the LPI Plan Trustee hereby create the LPI Plan Trust for the primary purpose of administering, liquidating and distributing the LPI Plan Trust Assets to the Beneficiaries in accordance with the Plan, the Confirmation Order, and applicable tax statutes, rules, and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, the LPI Plan Trustee shall (a) make continuing efforts to collect and convert the LPI Plan Trust Assets to Cash, and (b) make timely distributions and not unduly prolong the duration of the LPI Plan Trust.

1.2 Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the Reorganized Debtors and the LPI Plan Trustee have executed this LPI Plan Trust Agreement and, effective on the LPI Plan Trust Effective Date, the Reorganized Debtors hereby irrevocably transfer to the LPI Plan Trust, all of the right, title, and interests of the Reorganized Debtors in and to the LPI Plan Trust Assets, to have and to hold unto the LPI Plan Trust and its successors and assigns forever, under and subject to the terms of the Plan and the Confirmation Order for the benefit of the Beneficiaries and their successors and assigns as provided for in this LPI Plan Trust Agreement and in the Plan and Confirmation Order.

1.3 Vesting of Estate Assets. Effective on the LPI Plan Trust Effective Date, pursuant to the terms of the Plan, the LPI Plan Trust Assets (not otherwise abandoned pursuant to the terms of the Plan), including all such assets held or controlled by third parties, are hereby vested in the LPI Plan Trust, which also shall own and be authorized to obtain, liquidate, and collect all of the LPI Plan Trust Assets in the possession of third parties and pursue all of the Causes of Action. Subject to the provisions of the Plan, all such LPI Plan Trust Assets shall be transferred and delivered to the LPI Plan Trust free and clear of interests, Claims, Liens, or other encumbrances of any kind. The LPI Plan Trustee shall have no duty to arrange for any of the transfers contemplated hereunder or by the Plan or to ensure their compliance with the terms of the Plan and the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers. Moreover, on the LPI Plan Trust Effective Date, all privileges with respect to any LPI Plan Trust Assets, including the attorney/client privilege, to which the Debtors, the Reorganized Debtors or their Estates are entitled shall be automatically vested in, and available for assertion by or waiver by the LPI Plan Trustee on behalf of the LPI Plan Trust. To the extent any of the foregoing does not automatically occur on the LPI Plan Trust Effective Date or is not effectuated through the Confirmation Order or this Agreement, the Reorganized Debtors shall, on the LPI Plan Trust Effective Date, execute such other and further documents as are reasonably necessary to effectuate all of the foregoing and shall reasonably cooperate with the LPI Plan Trustee in transitioning the administration of the LPI Plan Trust Assets and Claims against the Debtors or the Reorganized Debtors to the LPI Plan Trust.

1.4 Funding of the Trust. The LPI Plan Trust shall be funded, on the LPI Plan Trust Effective Date, with the LPI Plan Trust Assets, as provided for in the Plan and in the Confirmation Order.

1.5 Acceptance by LPI Plan Trustee. The LPI Plan Trustee hereby accepts the trust imposed upon it by this LPI Plan Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this LPI Plan Trust Agreement, the Plan, and the Confirmation Order. In connection with and in furtherance of the purposes of the LPI Plan Trust, the LPI Plan Trustee hereby accepts the transfer of the LPI Plan Trust Assets.

1.6 Name of the LPI Plan Trust. The liquidating trust established hereby shall be known as the “LPI Plan Trust”.

1.7 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the LPI Plan Trust shall itself have the capacity to act or refrain from acting, on its own behalf, including the capacity to sue and be sued. The LPI Plan Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other federal proceedings brought by or against it, and may settle and compromise all such matters in its own name subject to the provisions of this LPI Plan Trust Agreement.

1.8 LPI Plan Trust Oversight Committee. Pursuant to the Plan and this LPI Plan Trust Agreement, the LPI Plan Trust Oversight Committee shall be created on the LPI Plan Trust Effective Date. The LPI Plan Trust Oversight Committee shall be comprised of three (3) members who initially shall be those set forth in Section 3.1. The LPI Plan Trust Oversight Committee shall have the duties and powers as provided for in the Plan and in this LPI Plan

Trust Agreement. The LPI Plan Trust Oversight Committee shall be authorized to employ counsel to represent the LPI Plan Trust Oversight Committee as a group (but not its members in their individual capacities) to be paid from the LPI Plan Trust Assets in accordance with Section 3.6 below.

ARTICLE II THE LPI PLAN TRUSTEE

2.1 Appointment. The LPI Plan Trustee has been selected by the Reorganized Debtors and the Holders of Prepetition Secured Lender Claims pursuant to the provisions of the Plan and has been appointed as of the LPI Plan Trust Effective Date. The LPI Plan Trustee's appointment shall continue until the earlier of (a) the termination of the LPI Plan Trust or (b) the LPI Plan Trustee's resignation, death, incapacity, removal or termination by the LPI Plan Trust Oversight Committee pursuant to the LPI Plan Trust Agreement or order of the Bankruptcy Court.

2.2 General Powers. Except as otherwise expressly provided in this LPI Plan Trust Agreement, the Plan, or the Confirmation Order, the LPI Plan Trustee may control and exercise authority over the LPI Plan Trust Assets, over the acquisition, management, and disposition thereof, over the management and conduct of the business of the LPI Plan Trust and over the dissolution of the Reorganized Debtors. Regarding all matters identified in Section 3.3 hereof, the LPI Plan Trustee shall obtain the approval of the LPI Plan Trust Oversight Committee as provided therein; provided, however, that nothing in this LPI Plan Trust Agreement shall be deemed to prevent the LPI Plan Trustee from taking, or failing to take, any action that, based upon the advice of counsel or other professionals, it determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the LPI Plan Trustee owes to the Beneficiaries or any other person or Entity. No person dealing with the LPI Plan Trust shall be obligated to inquire into the LPI Plan Trustee's authority in connection with the acquisition, management, or disposition of LPI Plan Trust Assets; provided, however, that the members of the LPI Plan Trust Oversight Committee are entitled to make such inquiries in connection with the exercise of their rights or powers pursuant Section 3.3 of this LPI Plan Trust Agreement. Without limiting the foregoing, but subject to the Plan, the Confirmation Order, and other provisions of this LPI Plan Trust Agreement, the LPI Plan Trustee shall be expressly authorized to, with respect to the LPI Plan Trust and the LPI Plan Trust Assets, and may cause the LPI Plan Trust to:

(a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken with respect to the LPI Plan Trust Assets by any officer, director, shareholder or other party acting in the name of the Debtors, the Reorganized Debtors or their Estates with like effect as if duly authorized, exercised, and taken by action of such officers, directors, shareholders or other party.

(b) Open and maintain bank accounts on behalf of or in the name of the LPI Plan Trust, calculate and make distributions, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, in the name of the LPI Plan Trust, provided that the LPI

Plan Trustee need not maintain the LPI Plan Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the LPI Plan Trust; provided, however, that the LPI Plan Trust shall treat all such reserved funds as being held in segregated accounts in its books and records.

(c) Receive, manage, supervise, and protect the LPI Plan Trust Assets, subject to the limitations provided herein.

(d) Hold legal title to any and all LPI Plan Trust Assets.

(e) Subject to the applicable provisions of the Plan and this LPI Plan Trust Agreement, collect and liquidate all LPI Plan Trust Assets pursuant to the Plan.

(f) Review, and with the consent of the LPI Plan Trust Oversight Committee, object to Claims, and supervise and administer the commencement, prosecution, settlement, compromise, withdrawal or resolution in any manner approved by the Bankruptcy Court of all Disputed Claims and the distributions to the Beneficiaries and creditors of the LPI Plan Trust, in accordance with this LPI Plan Trust Agreement, the Plan, and the Confirmation Order.

(g) Subject to Article IV of this LPI Plan Trust Agreement, and with the consent of the LPI Plan Trust Oversight Committee, commence, prosecute, compromise, settle, withdraw, abandon, or resolve all Causes of Action in any manner approved by the Bankruptcy Court.

(h) Seek a determination of tax liability or refund under Section 505 of the Bankruptcy Code; (2) file, if necessary, any and all tax and information returns required with respect to the LPI Plan Trust; (3) make tax elections for and on behalf of the LPI Plan Trust; (4) pay taxes, if any, payable for and on behalf of the LPI Plan Trust; and (5) file and prosecute claims for tax refunds to which the Debtors or the LPI Plan Trust may be entitled; provided, however, that notwithstanding any other provision of this LPI Plan Trust Agreement, the LPI Plan Trustee shall have no personal responsibility for the signing or accuracy of the Debtors' income tax returns that are due to be filed after the LPI Plan Trust Effective Date or for any tax liability related thereto.

(i) Pay all lawful expenses, debts, charges, taxes and liabilities of the LPI Plan Trust.

(j) Take all other actions consistent with the provisions of the Plan which the LPI Plan Trustee deems reasonably necessary or desirable to administer the Plan (including those set forth in Article IV.F of the Plan).

(k) Make distributions to the Beneficiaries, and to creditors of the LPI Plan Trust as provided for, or contemplated by, the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

(l) Withhold from the amount distributable to any person or Entity such amount as may be sufficient to pay any tax or other charge which the LPI Plan Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be

withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof.

(m) Enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order or this LPI Plan Trust Agreement and perform all obligations thereunder.

(n) If any of the LPI Plan Trust Assets are situated in any state or other jurisdiction in which the LPI Plan Trustee is not qualified to act as trustee, subject to the approval of the LPI Plan Trust Oversight Committee, nominate and appoint a person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the LPI Plan Trustee in its discretion; confer upon such trustee all the rights, powers, privileges, and duties of the LPI Plan Trustee hereunder, subject to the conditions and limitations of this LPI Plan Trust Agreement, except as modified or limited by the LPI Plan Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the LPI Plan Trustee for all monies, assets and other property that may be received in connection with the administration of all property; and, subject to the approval of the LPI Plan Trust Oversight Committee, remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the LPI Plan Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal.

(o) Subject to Section 5.6 of this LPI Plan Trust Agreement, purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable.

(p) Implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

(q) Employ and compensate professionals and other agents (including the Debtors' and the Reorganized Debtors' Professionals) or other Persons to assist the LPI Plan Trustee in the liquidation of the LPI Plan Trust Assets, without prior Bankruptcy Court approval, and to designate another Person to be the Disbursing Agent.

(r) Undertake all administrative functions remaining in the Chapter 11 Cases, including the ultimate closing of the Chapter 11 Cases.

(s) With the consent of the LPI Plan Trust Oversight Committee, invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the Internal Revenue Services ("IRS") guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(u) Hire former employees of the Debtors or the Reorganized Debtors to the extent their services are needed to assist in the wind down of the estates.

2.3 Limitations on the LPI Plan Trustee. Notwithstanding the foregoing, the LPI Plan Trustee shall not do or undertake any of the following:

(a) Disregard the instructions of the LPI Plan Trust Oversight Committee regarding any of the matters identified in Section 3.3 hereof, provided, however, that nothing in this LPI Plan Trust Agreement shall be deemed to prevent the LPI Plan Trustee from taking, or failing to take, any action that, based upon the advice of counsel or other professionals, it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the LPI Plan Trustee owes to the Beneficiaries or any other Person or otherwise in accordance with the terms of the Plan.

(b) Take, or fail to take, any action that would jeopardize treatment of the LPI Plan Trust as a “liquidating trust” for federal income tax purposes.

(c) Receive transfers of any listed stocks or securities, any readily-marketable assets or any operating assets of a going business, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the LPI Plan Trustee receive any such investment that would jeopardize treatment of the LPI Plan Trust as a “liquidating trust” for federal income tax purposes.

(d) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the IRS guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(e) Receive or retain any operating assets of a going business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the LPI Plan Trustee receive or retain any such asset or interest that would jeopardize treatment of the LPI Plan Trust as a “liquidating trust” for federal income tax purposes.

(f) Notwithstanding any of the foregoing, the LPI Plan Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere with the LPI Plan Trustee’s administration of the LPI Plan Trust or with the liquidating trust status of the LPI Plan Trust.

2.4 Compensation of LPI Plan Trustee and its Agents and Professionals.

(a) The LPI Plan Trustee shall be entitled to receive reasonable compensation for the performance of its duties after the LPI Plan Trust Effective Date as set forth on Exhibit A. Any successor to the LPI Plan Trustee shall also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the

terms provided herein and shall be approved by the LPI Plan Trust Oversight Committee, plus the reimbursement of reasonable out-of-pocket expenses.

The LPI Plan Trustee (only with respect to its fees and expenses incurred prior to the LPI Plan Trust Effective Date and the reimbursement of its reasonable out-of-pocket expenses incurred after the LPI Plan Trust Effective Date) and each of its agents and professionals (unless any such agents or professionals, the LPI Plan Trustee, and the LPI Plan Trust Oversight Committee agree to different treatment) seeking compensation or reimbursement for services performed for any period after the LPI Plan Trust Effective Date shall serve a statement on the LPI Plan Trustee and the LPI Plan Trust Oversight Committee. The LPI Plan Trustee and the LPI Plan Trust Oversight Committee will have twenty (20) days from the date such statement is received to review the statement and make a reasonable objection to such statement by serving such objection on the LPI Plan Trustee, the LPI Plan Trust Oversight Committee, and the party seeking compensation setting forth the precise nature of the objection and the amount at issue. At the expiration of the twenty (20) day period, and without further order of the Bankruptcy Court (except as provided herein), the LPI Plan Trustee shall pay from the LPI Plan Trust Assets, or the proceeds or income thereof, 100% of the amounts requested, except for the portion of such fees and expenses to which any reasonable objection has been made. The parties shall attempt to consensually resolve all such objections, if any, to any statement. Any objection that remains unresolved fifteen (15) days after it is made shall be filed with the Bankruptcy Court by the objecting party, served upon the professional or Person seeking compensation or reimbursement, and heard by the Bankruptcy Court at the next regularly scheduled omnibus hearing. The uncontested portion of each invoice shall be paid immediately following expiration of the above-described twenty (20) day objection period. If the LPI Plan Trustee or its agent or professional fails to submit a statement, it shall be ineligible to receive payment of fees and expenses therefore as provided in this LPI Plan Trust Agreement until the statement is submitted.

2.5 General Duties, Obligations, Rights, and Benefits of the LPI Plan Trustee.

The LPI Plan Trustee shall have all duties, obligations, rights, and benefits assumed by or assigned to it under the LPI Plan Trust, the Plan, the Confirmation Order, this LPI Plan Trust Agreement and any other agreement entered into pursuant to or in connection with the Plan. Such duties, obligations, rights and benefits include, without limitation, all duties, obligations, rights and benefits relating to the collection and liquidation of the LPI Plan Trust Assets, administration of Claims, satisfaction of claims of creditors, the pursuit of Causes of Action, distributions to Beneficiaries, administration of the LPI Plan Trust and any other duties, obligations, rights, and benefits reasonably necessary to accomplish the purpose of the LPI Plan Trust under the Plan, the Confirmation Order, this LPI Plan Trust Agreement, and any other agreement entered into pursuant to or in connection with the Plan. Without limiting the duties, obligations, rights, and benefits of the LPI Plan Trustee under this Section or any other provision of this LPI Plan Trust Agreement, the LPI Plan Trustee shall have all duties, obligations, rights, and benefits assigned to the LPI Plan Trustee under the Confirmation Order.

2.6 No Implied Obligations. The LPI Plan Trustee shall not have any duties and obligations that are not specifically set forth herein, and no implied liabilities, covenants or obligations shall be read into this LPI Plan Trust Agreement against the LPI Plan Trustee.

2.7 Administrative Fund. On the LPI Plan Trust Effective Date, the LPI Plan Trustee shall establish an administrative fund (the “Administrative Fund”). The initial amount of the Administrative Fund shall be based on the LPI Plan Trustee’s good faith estimate of the cost necessary to complete the LPI Plan Trustee’s obligations under the Plan and this LPI Plan Trust Agreement and will include the amount budgeted for the LPI Plan Trust’s and the LPI Plan Trust Oversight Committee’s professionals pursuant to Article IV of the Plan. The LPI Plan Trust shall pay all costs and expenses related to carrying out its obligations under the Plan and this LPI Plan Trust Agreement from the Administrative Fund and, in the Liquidating Trustee’s discretion, and with approval of the LPI Plan Trust Oversight Committee, may add additional amounts to the Administrative Fund to prosecute the Causes of Action or for administration and other miscellaneous needs of the LPI Plan Trust without further notice or motion in accordance with the terms of the LPI Plan Trust Agreement.

2.8 Replacement of the LPI Plan Trustee. The LPI Plan Trustee may resign at any time upon thirty (30) days’ written notice filed with the Bankruptcy Court and served upon the LPI Plan Trust Oversight Committee, provided that such resignation shall only become effective upon the appointment of a permanent or interim successor LPI Plan Trustee. A majority of the LPI Plan Trust Oversight Committee may remove the LPI Plan Trustee with or without cause. The LPI Plan Trustee may also be removed by the Bankruptcy Court upon motion and after notice and a hearing, which motion may be brought by any party in interest (including any members of the LPI Plan Trust Oversight Committee). In the event of the resignation or removal of the LPI Plan Trustee, the LPI Plan Trust Oversight Committee may, by majority vote, designate a person to serve as permanent or interim successor LPI Plan Trustee. If the LPI Plan Trust Oversight Committee shall fail to appoint a successor with thirty (30) days of delivery of the LPI Plan Trustee’s written notice of resignation to the Bankruptcy Court and the LPI Plan Trust Oversight Committee, a successor LPI Plan Trustee shall be appointed by the Bankruptcy Court based upon submissions from interested parties (including the LPI Plan Trustee, the LPI Plan Trust Oversight Committee or any Beneficiary). Upon its appointment, the successor LPI Plan Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor, except as provided in Section 2.4(a) above, and all responsibilities of the predecessor LPI Plan Trustee relating to the LPI Plan Trust shall be terminated. In the event the LPI Plan Trustee’s appointment terminates by reason of death, dissolution, liquidation, resignation, or removal, such LPI Plan Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article V of this LPI Plan Trust Agreement shall survive the resignation or removal of any LPI Plan Trustee.

2.9 LPI Plan Trust Continuance. The resignation, death, incapacity, removal or termination of the LPI Plan Trustee shall not terminate the LPI Plan Trust or revoke any existing agency created by the LPI Plan Trustee pursuant to this LPI Plan Trust Agreement or invalidate any action theretofore taken by the LPI Plan Trustee, and the provisions of this LPI Plan Trust Agreement shall be binding upon and inure to the benefit of the successor LPI Plan Trustee and all its successors or assigns.

ARTICLE III LPI PLAN TRUST OVERSIGHT COMMITTEE

3.1 LPI Plan Trust Oversight Committee. As of the LPI Plan Trust Effective Date, the LPI Plan Trust Oversight Committee shall be ~~initially~~ comprised of ~~the following~~ three (3) member(s) ~~selected pursuant to the provisions hereto~~ who initially shall be (each, a “Member”, and, collectively, the “Members”): ~~Jason Friedman, Daniel M. Glosband, Elizabeth M. Lynch and Mark Manski and Dan Glosband.~~ Except as otherwise expressly provided herein, a majority vote of the Members shall constitute an act or decision of the LPI Plan Trust Oversight Committee.

The Beneficiaries may appoint additional members to the LPI Plan Trust Oversight Committee with the consent of the majority of the Beneficiaries. Any Member of the LPI Plan Trust Oversight Committee may resign at any time by giving five (5) Business Days written notice to the LPI Plan Trustee and the other Members of the LPI Plan Trust Oversight Committee. Any Member of the LPI Plan Trust Oversight Committee may be removed with or without cause by a majority vote of the Beneficiaries. In the event of a resignation or removal of a Member of the LPI Plan Trust Oversight Committee, the remaining members of the Trust Oversight Committee may appoint another person as a successor to the resigning or removed member; provided, however, that the Beneficiaries shall appoint a successor Member in the event of the resignation or removal of the last remaining Member of the LPI Plan Trust Oversight Committee. A successor Member shall be appointed and authorized to act on the LPI Plan Trust Oversight Committee upon accepting such appointment.

3.2 Reports to LPI Plan Trust Oversight Committee. Notwithstanding any other provision of this LPI Plan Trust Agreement, the LPI Plan Trustee shall report to the LPI Plan Trust Oversight Committee on a regular basis, not less than once per calendar quarter, within [X] days of end of such quarter. The LPI Plan Trust Oversight Committee shall keep all such information strictly confidential, except to the extent the LPI Plan Trust Oversight Committee deems it reasonably necessary to disclose such information to the Bankruptcy Court (in which case, a good faith effort shall be made to file such information under seal).

3.3 Actions Requiring Approval of the LPI Plan Trust Oversight Committee. The LPI Plan Trustee shall obtain the approval of the LPI Plan Trust Oversight Committee (by at least a majority vote, which may be obtained by negative notice) prior to taking any action regarding any of the following matters:

(a) to investigate and, if necessary and appropriate, to prosecute and enforce (or not prosecute or enforce), or to compromise, release or settle any Causes of Action on behalf of the Estates and the LPI Plan Trust;

(b) to invest the Assets of the LPI Plan Trust in accordance with this Article IV.F;

(c) to pay out of the LPI Plan Trust any and all valid Claims, liabilities, losses, damages, costs and expenses incurred in connection therewith or as a result thereof, including all valid and outstanding Post-Confirmation Expenses;

- (d) to commence and pursue dissolution or winding up of proceedings for the LPI Plan Trust;
- (e) to request the entry of a Final Decree;
- (f) to file, prosecute, compromise and settle objections to Claims;
- (g) to sell, liquidate and/or recover any and all Assets of the Debtors' Estates and Reorganized Debtors and of the LPI Plan Trust, including without limitation, effectuating any remaining obligations in connection with the sale of the LTC Division pursuant to the LTC APA;
- (h) to seek an order of the Bankruptcy Court approving the compromise, release or settlement of any Claim or Cause of Action or the sale or disposition of any Asset, provided that nothing herein shall require the LPI Plan Trustee to seek any such order; and
- (i) to employ such other procedures, not inconsistent with this Plan, necessary for the LPI Plan Trustee to perform his, her or its duties hereunder.

3.4 Investments and Bond. The LPI Plan Trust Oversight Committee (by at least a majority vote) may authorize the LPI Plan Trust to invest the LPI Plan Trust Assets in prudent investments other than those described in Section 345 of the Bankruptcy Code, subject to Section 2.3 above. Notwithstanding any state or other applicable law to the contrary, the LPI Plan Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction, provided, however, that the LPI Plan Trust Oversight Committee may, at its discretion, require a fidelity bond from the LPI Plan Trustee in such reasonable amount as may be agreed to by majority vote of the LPI Plan Trust Oversight Committee, but any costs associated with any such fidelity bond shall be payable exclusively from the LPI Plan Trust Assets.

3.5 LPI Plan Trustee's Conflict of Interest. The LPI Plan Trustee shall disclose to the LPI Plan Trust Oversight Committee any conflicts of interest that the LPI Plan Trustee has with respect to any matter arising during administration of the LPI Plan Trust. In the event that the LPI Plan Trustee cannot take any action, including without limitation the prosecution of any Causes of Action or any objection to any Claim, by reason of an actual or potential conflict of interest, the LPI Plan Trust Oversight Committee acting by majority shall be authorized to take any such action(s) in the LPI Plan Trustee's place and stead, including without limitation the retention of professionals (which may include professionals retained by the LPI Plan Trustee) for the purpose of taking such actions.

3.6 Fees and Reimbursement of LPI Plan Trust Oversight Committee Expenses. Mr. Mark Manski, Ms. Elizabeth M. Lynch and Mr. ~~Dan~~Daniel M. Glosband shall each be entitled to a fee of \$1,500.00 per month for serving as members of the LPI Plan Trust Oversight Committee. Each Member shall be entitled to reimbursement of reasonable out-of-pocket expenses, which expenses shall be subject to the LPI Plan Trustee's review and approval (which shall not be unreasonably withheld, conditioned or delayed).

ARTICLE IV PROSECUTION AND RESOLUTION OF CAUSES OF ACTION

4.1 The LPI Plan Trust's Exclusive Authority to Pursue, Settle, or Abandon Causes of Action. Subject to Section 3.3 of this LPI Plan Trust Agreement, and pursuant to Article IV.N of the Plan, the LPI Plan Trust and the LPI Plan Trustee shall have the exclusive right, power, and interest to pursue, settle, or abandon all Causes of Action, ~~including Avoidance Actions~~ as the sole representative of the Estates pursuant to Section 1123(b)(3) of the Bankruptcy Code.

ARTICLE V LIABILITY OF LPI PLAN TRUSTEE AND THE LPI PLAN TRUST OVERSIGHT COMMITTEE

5.1 Standard of Care; Exculpation. Neither the LPI Plan Trustee, the Members of the LPI Plan Trust Oversight Committee, nor any director, officer, member, affiliate, employee, employer, professional, successors, assigns, agent, or representative of the LPI Plan Trustee or the LPI Plan Trust Oversight Committee (each, an "Exculpated Party" and collectively, the "Exculpated Parties") shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, or investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements or amounts paid in settlement (collectively referred to herein as "Losses"), whether or not in connection with litigation in which any Exculpated Party is a party, or enforcing this LPI Plan Trust Agreement (including these exculpation provisions), as and when imposed, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the LPI Plan Trustee's or LPI Plan Trust Oversight Committee's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties and obligations under this LPI Plan Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission or error of an Exculpated Party; provided, however, that the foregoing limitation shall not apply to any Losses suffered or incurred by any holder of a Claim or interest or Beneficiary that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal or review) to have resulted primarily and directly from the fraud, gross negligence or willful misconduct of such Exculpated Party. Every act taken or omitted, power exercised or obligation assumed by the LPI Plan Trust or any Exculpated Party pursuant to the provisions of this LPI Plan Trust Agreement shall be held to be taken or omitted, exercised, or assumed, as the case may be, by the LPI Plan Trust or any Exculpated Party acting for and on behalf of the LPI Plan Trust and not otherwise; provided, however, that none of the foregoing Entities or persons are deemed to be responsible for any other such Entities' or persons' actions or inactions. Except as provided in the first proviso of the first sentence of this Section 5.1, every person, firm, corporation, or other Entity contracting or otherwise dealing with or having any relationship with the LPI Plan Trust or any Exculpated Party shall have recourse only to the LPI Plan Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings or relationships, and the LPI Plan Trust and the Exculpated Parties shall not be individually liable therefore. In no event shall the LPI Plan Trustee or any Exculpated Party be liable for indirect, punitive, special, incidental, or consequential damage or loss (including but not limited to lost profits) whatsoever, even if such Person or any Exculpated Party arising out of the LPI Plan Trust or this LPI Plan Trust

Agreement has been informed of the likelihood of such loss or damages and regardless of the form of action. Any liability of the LPI Plan Trustee will be limited to the amount of fees paid to such Person over the period of twelve (12) months commencing on the LPI Plan Trust Effective Date.

5.2 Indemnification.

(a) The LPI Plan Trustee, the Members of the LPI Plan Trust Oversight Committee, and any director, officer, member, affiliate, employee, employer, professional, successor, assign, agent, or representative of the LPI Plan Trustee or the LPI Plan Trust Oversight Committee (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) shall be defended, held harmless, and indemnified from time to time by the LPI Plan Trust against any and all Losses, including, without limitation, the costs for counsel or others in investigating, preparing, defending, or settling any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this LPI Plan Trust Agreement (including these indemnity provisions), as and when imposed, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the LPI Plan Trustee’s or LPI Plan Trust Oversight Committee’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this LPI Plan Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission, or error of an Indemnified Party; provided, however, such indemnity shall not apply to any such Losses to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal or review) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such Indemnified Party. Satisfaction of any obligation of the LPI Plan Trust arising pursuant to the terms of this Section shall be payable only from the LPI Plan Trust Assets, shall be advanced prior to the conclusion of such matter as set forth in section 5.2(b) below. Such right to payment shall be prior and superior to any other rights to receive a distribution of the LPI Plan Trust Assets.

(b) The LPI Plan Trust shall promptly pay to the Indemnified Party the expenses set forth in subparagraph (a) above upon submission of invoices therefore on a current basis. Each Indemnified Party hereby undertakes, and the LPI Plan Trust hereby accepts its undertaking, to repay any and all such amounts so paid by the LPI Plan Trust if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefore under this LPI Plan Trust Agreement.

5.3 No Liability for Acts of Successor/Predecessor LPI Plan Trustees. Upon the appointment of a successor LPI Plan Trustee and the delivery of the LPI Plan Trust Assets to the successor LPI Plan Trustee, the predecessor LPI Plan Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor LPI Plan Trustee shall have no further liability or responsibility with respect thereto. A successor LPI Plan Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor LPI Plan Trustee shall be in any way liable for the acts or omissions of any predecessor LPI Plan Trustee unless a successor LPI Plan Trustee expressly assumes such responsibility. A predecessor LPI Plan Trustee shall have no liability for the acts

or omissions of any immediate or subsequent successor LPI Plan Trustee for any events or occurrences subsequent to the cessation of its role as LPI Plan Trustee.

5.4 Reliance by LPI Plan Trustee and the LPI Plan Trust Oversight Committee on Documents or Advice of Counsel or Other Professionals. Except as otherwise provided in this LPI Plan Trust Agreement, the LPI Plan Trustee, the LPI Plan Trust Oversight Committee, any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the LPI Plan Trustee, and the Members of the LPI Plan Trust Oversight Committee may rely, and shall be protected from liability for acting or failing to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the LPI Plan Trustee and/or the LPI Plan Trust Oversight Committee to be genuine and to have been presented by an authorized party. Neither the LPI Plan Trustee nor the LPI Plan Trust Oversight Committee shall be liable for any action taken or omitted or suffered by the LPI Plan Trustee or the LPI Plan Trust Oversight Committee, as applicable, in reasonable reliance upon the advice of counsel or other professionals engaged by the LPI Plan Trustee or the LPI Plan Trust Oversight Committee, as applicable, in accordance with this LPI Plan Trust Agreement. The LPI Plan Trustee and the LPI Plan Trust Oversight Committee, as applicable, shall be fully indemnified by the LPI Plan Trust for or in respect of any action taken, suffered or omitted by it and in accordance with such advice or opinion.

5.5 Conflicts of Interest. Conflicts of interest of the LPI Plan Trustee will be addressed by the LPI Plan Trust Oversight Committee as set forth above in Section 3.5. If no LPI Plan Trust Oversight Committee is serving, the LPI Plan Trustee will appoint a disinterested person to handle any matter where the LPI Plan Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the LPI Plan Trustee is unwilling or unable to appoint a disinterested person to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so.

5.6 Insurance. The LPI Plan Trustee, upon the approval of the LPI Plan Trust Oversight Committee, may purchase, using the LPI Plan Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the LPI Plan Trust Oversight Committee and the LPI Plan Trustee deem reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this LPI Plan Trust Agreement.

5.7 No Liability for Good Faith Error of Judgment. The LPI Plan Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the LPI Plan Trustee was grossly negligent in its judgment.

5.8 Survival. The provisions of this Article V shall survive the termination of this LPI Plan Trust Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of the LPI Plan Trustee or the dissolution of the LPI Plan Trust Oversight Committee or the service of any Exculpated Party.

ARTICLE VI
GENERAL PROVISIONS CONCERNING
ADMINISTRATION OF THE LIQUIDATING TRUST

6.1 LPI Plan Trust Reserve. The LPI Plan Trustee may, at its discretion, establish the LPI Plan Trust Reserve as set forth in Section 9.2 of this LPI Plan Trust Agreement.

6.2 Register of Beneficiaries. The LPI Plan Trustee shall maintain at all times a register of the names, distribution addresses and amounts of the ratable interests in the LPI Plan Trust of the Beneficiaries (the “Register”). The LPI Plan Trustee may retain BMC (or another claims agent) to update and maintain such list throughout the administration of the LPI Plan Trust Assets and the Claims required to be administered by the LPI Plan Trustee, and such list may serve as the Register. All references in this LPI Plan Trust Agreement to holders of beneficial interests in the LPI Plan Trust shall be read to mean holders of record as set forth in the Register maintained by the LPI Plan Trustee and shall exclude any beneficial owner not recorded on such Register. The LPI Plan Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the LPI Plan Trustee from time to time.

6.3 Books and Records.

(a) On the LPI Plan Trust Effective Date, the Reorganized Debtors hereby transfer and assign to the LPI Plan Trust full title to, and the LPI Plan Trust shall be authorized to take possession of, all of the books and records of the Reorganized Debtors. The LPI Plan Trust shall have the responsibility of physically taking possession of (with the Reorganized Debtors’ reasonable cooperation), storing and maintaining books and records transferred hereunder until the Chapter 11 Cases are closed, after which time such books and records may, to the extent not prohibited by applicable law, be abandoned or destroyed without further Bankruptcy Court order. For the purpose of this Section 6.3, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of the Reorganized Debtors maintained by or in possession of third parties and all of the claims and rights of the Reorganized Debtors in and to their books and records, wherever located.

(b) The LPI Plan Trustee also shall maintain in respect of the LPI Plan Trust and the Beneficiaries books and records relating to the LPI Plan Trust Assets and any income or proceeds realized therefrom and the payment of expenses of and claims against or assumed by the LPI Plan Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. For the avoidance of doubt, the LPI Plan Trustee shall be reimbursed for all reasonable costs and expenses relating to the storage and maintenance of these books and records. Except as expressly provided in this LPI Plan Trust Agreement, the Plan, or the Confirmation Order, or as may be required by applicable law (including securities law), nothing in this LPI Plan Trust Agreement is intended to require the LPI Plan Trust to file any accounting or seek approval of any court with respect to the administration of the LPI Plan Trust, or as a condition for making any payment or distribution out of the LPI Plan Trust Assets. The LPI Plan Trust Oversight Committee shall have the right to inspect the books and records of the LPI Plan Trust at any time upon reasonable notice to the LPI Plan Trustee. Beneficiaries shall have the right upon thirty (30) days’ prior written notice delivered to the LPI Plan Trustee

to inspect the LPI Plan Trust's books and records, including the Register, provided such Beneficiary shall have entered into a confidentiality agreement in form and substance reasonably satisfactory to the LPI Plan Trustee and the Beneficiary shall agree to pay for all costs and expenses incurred by the LPI Plan Trust and LPI Plan Trustee in connection with such inspection. Satisfaction of the foregoing condition notwithstanding, if (a) the LPI Plan Trustee and the LPI Plan Trust Oversight Committee determine in good faith that the inspection of the LPI Plan Trust's books and records, including the Register, by any Beneficiary would be detrimental to the LPI Plan Trust, (b) such Beneficiary is a defendant (or potential defendant) in a pending (or potential) action brought by the LPI Plan Trust, or (c) such inspection may jeopardize the LPI Plan Trustee's rights to assert the attorney client privilege or any other possible privilege related to the LPI Plan Assets, the LPI Plan Trust may deny such request for inspection. The Bankruptcy Court shall resolve any dispute between any Beneficiary and the LPI Plan Trustee under this Section 6.3.

6.4 Filing of Interim Reports. The LPI Plan Trust shall, consistent with Article VI.L of the Plan, file with the Office of the United States Trustee quarterly reports regarding the liquidation or other administration of the LPI Plan Trust Assets. The form of Post-Confirmation Operating Report required by the Office of the United States Trustee for the District of Delaware shall fulfill this requirement.

6.5 Final Accounting of LPI Plan Trustee. The LPI Plan Trustee (or any such successor LPI Plan Trustee) shall within thirty (30) days after the termination of the LPI Plan Trust or the death, dissolution, liquidation, resignation, or removal of the LPI Plan Trustee, render an accounting containing the following information:

- (a) A description of the LPI Plan Trust Assets.
- (b) A summarized accounting in sufficient detail of all gains, losses, receipts, disbursements and other transactions in connection with the LPI Plan Trust and the LPI Plan Trust Assets during the LPI Plan Trustee's term of service, including their source and nature.
- (c) Separate entries for all receipts of principal and income.
- (d) The ending balance of all LPI Plan Trust Assets as of the date of the accounting, including the Cash balance on hand and the name(s) and location(s) of the depository or depositories where the Cash is kept.
- (e) All known liabilities of the LPI Plan Trust.
- (f) All pending actions.

6.6 Filing of Accounting. The final accounting described in Section 6.5 shall be filed with the Bankruptcy Court and all Beneficiaries shall have notice that the final accounting has been filed and an opportunity to have a hearing on the approval of the accounting and the discharge and release of the LPI Plan Trustee.

ARTICLE VII BENEFICIAL INTERESTS AND BENEFICIARIES

7.1 Trust Beneficial Interests. Each holder of an Allowed Claim, shall be entitled to receive beneficial interests in accordance with the treatment of such Claim under the Plan, and shall be entitled to distributions as set forth in the Plan.

7.2 Interest Beneficial Only. Ownership of a beneficial interest in the LPI Plan Trust shall not entitle any Beneficiary to any title in or to the LPI Plan Trust Assets or to any right to call for a partition or division of the LPI Plan Trust Assets or to require an accounting.

7.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the LPI Plan Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the LPI Plan Trust by the LPI Plan Trustee, which may be the Register.

7.4 Exemption from Registration. The parties hereto intend that the rights of the holders of the beneficial interests arising under this LPI Plan Trust Agreement shall not be “securities” under applicable laws, but none of the parties hereto represents or warrants that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by Section 1145 of the Bankruptcy Code and by other applicable law to apply to their issuance under the Plan.

7.5 Transfers of Beneficial Interests. Beneficial interests in the LPI Plan Trust shall be nontransferable except upon death of the interest holder or by operation of law. The LPI Plan Trust shall not have any obligation to recognize any transfer of Claims occurring after the LPI Plan Trust Effective Date. Only those holders of Claims of record stated on the transfer ledgers as of the close of business on the LPI Plan Trust Effective Date, to the extent applicable, shall be entitled to be recognized for all purposes hereunder.

7.6 Absolute Owners. The LPI Plan Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for federal and state income tax purposes and for all other purposes whatsoever.

7.7 Change of Address. A Beneficiary may, after the LPI Plan Trust Effective Date, select an alternative distribution address by filing a notice with the Bankruptcy Court (copy served on the LPI Plan Trustee) identifying such alternative distribution address. Absent such notice, the LPI Plan Trustee shall not recognize any such change of distribution address. Such notification shall be effective only upon receipt by the LPI Plan Trustee.

7.8 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary during the term of the LPI Plan Trust shall not operate to terminate the LPI Plan Trust during the term of the LPI Plan Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution

of the LPI Plan Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this LPI Plan Trust Agreement or in the LPI Plan Trust.

ARTICLE VIII PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

8.1 Incorporation of Plan Provisions. As of the LPI Plan Trust Effective Date, the LPI Plan Trust shall assume responsibility for all Claims matters established by the Plan. In accordance with the Plan, the LPI Plan Trust shall establish appropriate reserves pending resolution, as set forth in the Plan, of all contested matters and adversary proceedings concerning Disputed Claims.

8.2 Disputed Claims Reserve.

(a) **Establishment of Disputed Reserves.** On the date of the Initial Distribution (or on any other date on which distributions are made by the LPI Plan Trustee), and in connection with making all distributions required to be made on any such date under the Plan, the LPI Plan Trustee shall evaluate whether to establish a separate reserve on account of distributions of Cash or other property as necessary pursuant to the Plan.

(b) **Amounts to Be Reserved.** The LPI Plan Trustee shall reserve the Cash or other property allocated for distribution on account of each Disputed Claim based upon the full asserted amount of each such Disputed Claim or such lesser amount as may be estimated by the Bankruptcy Court in accordance with the Plan, provided that such reserve shall only be established in respect of Claims which, if allowed, would be payable under the Plan.

(c) **Distribution.** Payments on any Disputed Claim that becomes an Allowed Claim shall be distributed by the LPI Plan Trustee from the disputed reserve after the Claim is allowed.

(d) **Limitation of Liability for Funding the Disputed Claims Reserve.** The LPI Plan Trustee shall have no duty to fund any disputed reserve.

(e) **Transmittal of Distributions and Notices.** Any property or notice which a person is or becomes entitled to receive pursuant to the Plan and this LPI Plan Trust Agreement may be delivered by regular mail, postage prepaid, in an envelope addressed to that person's address listed in the Register. Property distributed in accordance with this subsection shall be deemed delivered to such person regardless of whether such property is actually received by that person. Notice given in accordance with this subsection shall be effective only upon delivery.

ARTICLE IX DISTRIBUTIONS

9.1 Distributions to Beneficiaries from LPI Plan Trust Assets. All payments to be made by the LPI Plan Trust to any Beneficiary shall be made only in accordance with the Plan, the Confirmation Order and this LPI Plan Trust Agreement and from the LPI Plan Trust Assets (or from the income and proceeds realized from the LPI Plan Trust Assets) net of the LPI

Plan Trust Reserve (defined below), Administrative Fund and other reserves established by the LPI Plan Trustee, if any, and only to the extent that the LPI Plan Trust has sufficient LPI Plan Trust Assets (or income and proceeds realized from the LPI Plan Trust Assets) to make such payments in accordance with and to the extent provided for in the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

9.2 Distributions; Withholding. The LPI Plan Trustee shall make the Initial Distribution to Holders of Allowed Claims as provided in the Plan and, following the Initial Distribution required under the Plan, the LPI Plan Trustee shall make distributions, to the extent possible, to Beneficiaries; provided, however, that the LPI Plan Trust may retain and supplement from time to time a reserve (the “LPI Plan Trust Reserve”) in such amount (a) as is reasonably necessary to meet contingent liabilities and to maintain the value of the LPI Plan Trust Assets during the term of the LPI Plan Trust; (b) to pay reasonable administrative expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees, and expenses (including attorneys’ fees and expenses, financial advisor fees and expenses, and disbursing agent fees and expenses) of the LPI Plan Trustee and the LPI Plan Trust Oversight Committee in connection with the performance of their duties in connection with this LPI Plan Trust Agreement; and (c) to satisfy all other liabilities and claims of creditors of the LPI Plan Trust incurred or assumed in respect of the LPI Plan Trust (or to which the LPI Plan Trust Assets are otherwise subject) in accordance with the Plan, the Confirmation Order and this LPI Plan Trust Agreement. All such distributions shall be made as provided, and subject to any withholding or reserve, in this LPI Plan Trust Agreement, the Plan or the Confirmation Order. Additionally, the LPI Plan Trustee may withhold from amounts distributable to any Beneficiary any and all amounts, determined in the LPI Plan Trustee’s sole discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement. In addition, all distributions under this LPI Plan Trust Agreement shall be net of the actual and reasonable costs of making such distributions. Prior to the making of any distributions contemplated hereunder, the LPI Plan Trustee shall provide the LPI Plan Trust Oversight Committee with five business day’s written notice of any such distribution, which notice shall include a summary of the aggregate amounts to be distributed. Within three business days of receipt of the notice of distribution, any Member of the LPI Plan Trust Oversight Committee may request additional information regarding the calculation of the proposed distribution.

9.3 No Distribution Pending Allowance. No payment or distribution shall be made with respect to any Claim to the extent it is a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim.

9.4 Distributions after Allowance. Distributions to each holder of a Disputed Claim, to the extent that such Claim ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan, Confirmation Order, and this LPI Plan Trust Agreement.

9.5 Non-Cash Property. Subject to Section 3.3 hereof, any non-Cash property of the LPI Plan Trust may be sold, transferred or abandoned by the LPI Plan Trustee. If, in the LPI Plan Trustee’s reasonable judgment, such property cannot be sold in a commercially reasonable manner, or the LPI Plan Trustee believes, in good faith, such property has no value to the LPI

Plan Trust, the LPI Plan Trustee shall have the right, subject to the approval of the LPI Plan Trust Oversight Committee, to abandon or otherwise dispose of such property, including by donation of such property to a charity designated by the LPI Plan Trust Oversight Committee. Except in the case of fraud, willful misconduct, or gross negligence, no party in interest shall have a cause of action against the LPI Plan Trustee or any director, officer, employee, consultant, or professional of the LPI Plan Trustee, the LPI Plan Trust Oversight Committee, or of any of its Members or professionals, arising from or related to the disposition of non-Cash property in accordance with this Section.

9.6 Undeliverable Distributions. If any distribution is returned as undeliverable, the LPI Plan Trust may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the distribution was made as the LPI Plan Trustee deems appropriate, but no distribution to any holder shall be made unless and until the LPI Plan Trustee has determined the then-current address of the holder, at which time the distribution to such holder shall be made to the holder without interest. Amounts in respect of any undeliverable distributions made by the LPI Plan Trustee shall be returned to, and held in trust by, the LPI Plan Trustee until the distributions are claimed or are deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code and Article VI.D of the Plan (“Unclaimed Property”). While the LPI Plan Trustee may, in its sole discretion, attempt to determine a Beneficiary’s current address or otherwise locate a Beneficiary, nothing in this LPI Plan Trust Agreement or the Plan shall require the LPI Plan Trustee to do so.

9.7 Unclaimed Property. Except with respect to property not Distributed because it is being held in a reserve, distributions that are not claimed by the expiration of six (6) months from the LPI Plan Trust Effective Date shall be deemed to be Unclaimed Property and shall vest or revest in the LPI Plan Trust, and the Claims with respect to which those distributions are made shall be automatically canceled. After the expiration of that six-month period, the claim of any person or Entity to those distributions shall be discharged and forever barred. Nothing contained in the Plan or this LPI Plan Trust Agreement shall require the LPI Plan Trustee to attempt to locate any holder of an Allowed Claim. All funds or other property that vests or revests in the LPI Plan Trust pursuant to Article VI.D of the Plan and this Section 9.7 shall be distributed by the LPI Plan Trustee to the other holders of Allowed Claims in accordance with the provisions of the Plan and this LPI Plan Trust Agreement. A Claim, and the Unclaimed Property distributed on account of such Claim, shall not escheat to any federal, state, or local government or other entity by reason of the failure of its holder to claim a distribution in respect of such Claim.

9.8 Time Bar to Cash Payments by Check. Checks issued by the LPI Plan Trustee on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof in accordance with Article VI.D of the Plan. Requests for the reissuance of any check that becomes null and void pursuant to the Plan and this Section 9.8 shall be made directly to the LPI Plan Trustee by the holder of the Allowed Claim to whom the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of the first anniversary of the LPI Plan Trust Effective Date or the first anniversary of the date on which the Claim at issue became an Allowed Claim. After that date, all Claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall revest in and become property of the LPI Plan Trust as Unclaimed Property in

accordance with Section 347(b) of the Bankruptcy Code and be distributed as Unclaimed Property.

9.9 Withholding Taxes and Expenses of Distribution. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All holders of Claims shall be required to provide the LPI Plan Trustee with any information necessary to effect the withholding of such taxes. In addition, all distributions under the Plan shall be net of the actual and reasonable costs of making such distributions. Unless and until (but only if) such information is timely provided, all distributions to which such holders may be or become entitled shall be treated as Unclaimed Property under Section 9.7 of the LPI Plan Trust Agreement.

9.10 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the beneficial interest of a Beneficiary under this LPI Plan Trust Agreement, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the LPI Plan Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

(a) In so refusing, the LPI Plan Trustee may elect to cause the LPI Plan Trust to make no payment or distribution with respect to the beneficial interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, neither the LPI Plan Trust nor the LPI Plan Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the LPI Plan Trust or LPI Plan Trustee be liable for interest on any funds which may be so withheld.

(b) The LPI Plan Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a final order of the Bankruptcy Court or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the LPI Plan Trustee, which agreement shall include a complete release of the LPI Plan Trust and LPI Plan Trustee and all of its directors, officers, employees, professional agents and representatives. Until the LPI Plan Trustee receives written notice that one of the conditions of the preceding sentence is met, the LPI Plan Trustee may deem and treat as the absolute owner under this LPI Plan Trust Agreement of the beneficial interest in the LPI Plan Trust the Beneficiary identified as the owner of that interest in the books and records maintained by the LPI Plan Trustee. The LPI Plan Trustee may deem and treat such Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

(c) In acting or refraining from acting under and in accordance with this Section 9.10 of the LPI Plan Trust Agreement, the LPI Plan Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article V of this Agreement.

9.11 Distributions on Non-Business Days. Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

9.12 No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any distribution in excess of the Allowed amount of such Claim.

9.13 Setoff and Recoupment. The LPI Plan Trust may, but shall not be required to, setoff against, or recoup from, any Claim and the distribution to be made pursuant to the Plan in respect thereof, any claims or defenses of any nature whatsoever that any of the Debtors, the Estates or the LPI Plan Trust may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors, the Estates or the LPI Plan Trust of any claim, defense, right of setoff, or recoupment that any of them may have against the holder of any Claim.

ARTICLE X TAXES

10.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the LPI Plan Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. As such, the Beneficiaries will be treated as both the grantors and the deemed owners of the LPI Plan Trust. Any items of income, deduction, credit, and loss of the LPI Plan Trust shall be allocated for federal income tax purposes to the Beneficiaries.

10.2 Tax Returns. In accordance with IRC Section 6012 and Treasury Regulation Section 1.671-4(a), the LPI Plan Trust shall file with the IRS annual tax returns on Form 1041. In addition, the LPI Plan Trust shall file in a timely manner such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon out of the LPI Plan Trust Assets (or the income or proceeds thereof). The LPI Plan Trustee shall, in its sole discretion, determine the best way to report with respect to any reserve for Disputed Claims, including electing to report as, without limitation, a disputed ownership fund under IRS Treasury Regulation Section 1.468B-9 or otherwise as a separate trust or other entity. Within a reasonable time following the end of the taxable year, the LPI Plan Trust shall send to each Beneficiary a separate statement setting forth the Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct each such Beneficiary to report such items on their federal income tax returns. The LPI Plan Trust may provide each Beneficiary with a copy of the Form 1041 for the LPI Plan Trust (without attaching any other Beneficiary's Schedule K-1 or other applicable information form) along with such Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement. The LPI Plan Trust shall allocate the taxable income, gain, loss, deduction, or credit of the LPI Plan Trust with respect to each Beneficiary.

10.3 Withholding of Taxes and Reporting Related to LPI Plan Trust Operations. The LPI Plan Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions made by the LPI Plan Trust shall be subject to any such withholding and reporting requirements. To the extent that the

operation of the LPI Plan Trust or the liquidation of the LPI Plan Trust Assets creates a tax liability, the LPI Plan Trust shall promptly pay such tax liability out of the LPI Plan Trust Assets (or the income or proceeds thereof) and any such payment shall be considered a cost and expense of the operation of the LPI Plan Trust payable without Bankruptcy Court order. The LPI Plan Trust may reserve a sum, the amount of which shall be determined by the LPI Plan Trust with the approval of the LPI Plan Trust Oversight Committee, sufficient to pay the accrued or potential tax liability arising out of the operations of the LPI Plan Trust or the operation of the LPI Plan Trust Assets. Upon the approval of the LPI Plan Trust Oversight Committee, the LPI Plan Trustee, on behalf of the LPI Plan Trust, may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Beneficiaries shall be required to provide any information necessary to effect the withholding of such taxes.

10.4 Valuations. Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations, the receipt by the LPI Plan Trustee of a private letter ruling if the LPI Plan Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the LPI Plan Trust as a liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the LPI Plan Trust Effective Date, but in no event later than sixty (60) days thereafter, (i) the LPI Plan Trustee shall make a good faith valuation of the LPI Plan Trust Assets, and (ii) the LPI Plan Trustee shall establish appropriate means to apprise the Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Reorganized Debtors, the LPI Plan Trust, the Beneficiaries and the LPI Plan Trust Oversight Committee) for all federal income tax purposes. The LPI Plan Trustee also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the LPI Plan Trust that are required by any governmental unit.

10.5 Treatment of Disputed Claims. Notwithstanding any other provision of this LPI Plan Trust Agreement to the contrary, subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the LPI Plan Trust may, in its sole discretion, determine the best way to report with respect to any Disputed Claims. Accordingly, the LPI Plan Trustee may, in its discretion, elect to (i) treat any LPI Plan Trust Assets allocable to, or retained on account of, a Disputed Claim in accordance with Section 8.2 of this LPI Plan Trust Agreement as held by one or more discrete trusts for federal income tax purposes, consisting of separate and independent shares to be established in respect of each Disputed Claim, in accordance with the trust provisions of the IRC (Sections 641 et seq.), (ii) treat as taxable income or loss of each Disputed Claims, with respect to any given taxable year, the portion of the taxable income or loss of the LPI Plan Trust that would have been allocated to the holders of Disputed Claims had such Claims been Allowed on the LPI Plan Trust Effective Date (but only for the portion of the taxable year with respect to which such Claims are unresolved), (iii) treat as a distribution from the Disputed Claims any increased amounts distributed by the LPI Plan Trust as a result of any Disputed Claims resolved earlier in the taxable year, to the extent such distributions relate to taxable income or loss of the Disputed Claims determined in accordance with the provisions hereof, and (iv) to the extent permitted by applicable law, report consistent with the foregoing for state and local income tax purposes. The LPI Plan Trustee may otherwise elect to report with respect to any Disputed Claims as a disputed ownership fund under IRS

Treasury Regulation Section 1.468B-9. All Beneficiaries shall report, for income tax purposes, consistent with the election of the LPI Plan Trustee. In the event, and to the extent, any Cash retained on account of Disputed Claims is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the LPI Plan Trustee as a result of the resolutions of such Disputed Claims.

10.6 Expedited Determination of Taxes. The LPI Plan Trust may request an expedited determination of taxes or tax refund rights of the LPI Plan Trust, including the Disputed Claims, under Section 505(b) of the Bankruptcy Code for all returns or claims filed for the LPI Plan Trust for all taxable periods through the termination of the LPI Plan Trust.

ARTICLE XI TERMINATION OF LIQUIDATING TRUST

11.1 Termination of LPI Plan Trust. The LPI Plan Trustee shall be discharged and the LPI Plan Trust shall be terminated, at such time as (a) all Disputed Claims have been resolved, (b) all of the LPI Plan Trust Assets have been liquidated, (c) all duties and obligations of the LPI Plan Trustee hereunder have been fulfilled, and (d) all distributions required to be made by the LPI Plan Trustee under the Plan and this LPI Plan Trust Agreement have been made; provided, however, that in no event shall the LPI Plan Trust be terminated later than the term of the LPI Plan Trust under Section 11.2 of this LPI Plan Trust Agreement, as such term may be extended pursuant to Section 11.2.

11.2 Maximum Term. The term of the LPI Plan Trust shall end no later than the fifth (5th) anniversary of the LPI Plan Trust Effective Date (the “Initial LPI Plan Trust Term”); provided, however, that upon a motion by a party in interest, the Bankruptcy Court may, subject to the further provisions of this Section 11.2, extend the term of the LPI Plan Trust for such additional period of time as is necessary to facilitate or complete the recovery and liquidation of the LPI Plan Trust Assets as follows: within the three (3) month period prior to the termination of the Initial LPI Plan Trust Term, the LPI Plan Trustee may file a notice of intent to extend the term of the LPI Plan Trust with the Bankruptcy Court and, upon approval of the Bankruptcy Court of such extension request following notice and a hearing, the term of the LPI Plan Trust shall be so extended. The LPI Plan Trust may file one or more such extension notices, each notice to be filed within the three (3) month period prior to the termination of the extended term of the LPI Plan Trust (all such extensions, collectively, are referred to herein as the “Supplemental LPI Plan Trust Term”). Notwithstanding anything to the contrary in this Section 11.2, however, the Supplemental Liquidation Term may not exceed three (3) years without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the LPI Plan Trust as a liquidating trust for federal income tax purposes. In addition, the provisions of this Section 11.2 shall be without prejudice to the right of any party in interest under Section 1109 of the Bankruptcy Code to petition the Bankruptcy Court, for cause shown, to shorten the Supplemental LPI Plan Trust Term.

11.3 Events Upon Termination. At the conclusion of the term of the LPI Plan Trust, the LPI Plan Trustee shall distribute the remaining LPI Plan Trust Assets (subject to a reserve for expenses incurred in winding up the affairs of the LPI Plan Trust), if any, to the Beneficiaries, in accordance with the Plan, the Confirmation Order, and this LPI Plan Trust Agreement.

11.4 Winding Up, Discharge, and Release of the LPI Plan Trustee. For purposes of winding up the affairs of the LPI Plan Trust at the conclusion of its term, the LPI Plan Trustee shall continue to act as LPI Plan Trustee until its duties under this LPI Plan Trust Agreement have been fully discharged or its role as LPI Plan Trustee is otherwise terminated under this LPI Plan Trust Agreement and the Plan. Upon a motion by the LPI Plan Trustee, the Bankruptcy Court may enter an order relieving the LPI Plan Trustee, its agents and employees of any further duties, discharging, and releasing the LPI Plan Trustee and releasing its bond, if any.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Amendments. The LPI Plan Trustee may, with the approval of a majority of the Members of the LPI Plan Trust Oversight Committee, modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order. In the event that a majority (as described above) of the Members of the LPI Plan Trust Oversight Committee is unable to reach a consensus regarding a proposed modification, supplement, or amendment of this LPI Plan Trust Agreement, the LPI Plan Trustee may seek Bankruptcy Court approval of any such modification, supplement, or amendment.

12.2 Waiver. No failure by the LPI Plan Trust, the LPI Plan Trustee, or the LPI Plan Trust Oversight Committee to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

12.3 Cumulative Rights and Remedies. The rights and remedies provided in this LPI Plan Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

12.4 No Bond Required. Notwithstanding any state law to the contrary, the LPI Plan Trustee (including any successor LPI Plan Trustee) shall be exempt from giving any bond or other security in any jurisdiction other than as provided under Section 3.4 of this LPI Plan Trust Agreement.

12.5 Irrevocability. This LPI Plan Trust Agreement and the LPI Plan Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this LPI Plan Trust Agreement.

12.6 Tax Identification Numbers. The LPI Plan Trustee may require any Beneficiary to furnish to the LPI Plan Trustee its social security number or employer or taxpayer

identification number as assigned by the IRS and the LPI Plan Trustee may condition any distribution to any Beneficiary upon the receipt of such identification number.

12.7 Relationship to the Plan and Confirmation Order. The principal purpose of this LPI Plan Trust Agreement is to aid in the implementation of the Plan and, therefore, this LPI Plan Trust Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event that any provision of this LPI Plan Trust Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control. In the event that any provision of the Plan is found to be inconsistent with a provision of the Confirmation Order, the Confirmation Order shall control.

12.8 Division of LPI Plan Trust. Under no circumstances shall the LPI Plan Trustee have the right or power to divide the LPI Plan Trust unless authorized to do so by the LPI Plan Trust Oversight Committee and the Bankruptcy Court.

12.9 Applicable Law. This LPI Plan Trust shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

12.10 Retention of Jurisdiction. Notwithstanding the LPI Plan Trust Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the LPI Plan Trust after the LPI Plan Trust Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection therewith, including, without limitation, this LPI Plan Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the LPI Plan Trustee or any Member of the LPI Plan Trust Oversight Committee or any professional retained by the LPI Plan Trustee or the LPI Plan Trust Oversight Committee, in each case in its capacity as such. Each party to this LPI Plan Trust Agreement hereby irrevocably consents to the exclusive jurisdiction and venue of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this LPI Plan Trust Agreement or of any other agreement or document delivered in connection with this LPI Plan Trust Agreement, and also hereby irrevocably waives any defense of improper venue, *forum non conveniens* or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that any action to enforce, interpret, or construe any provision of this LPI Plan Trust Agreement will be brought only in the Bankruptcy Court. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret or construe any provision of this LPI Plan Trust Agreement.

12.11 Severability. In the event that any provision of this LPI Plan Trust Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this LPI Plan Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this LPI Plan Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

12.12 Limitation of Benefits. Except as otherwise specifically provided in this LPI Plan Trust Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this LPI Plan Trust Agreement.

12.13 Notices. Except as provided in Section 12.10 of this LPI Plan Trust Agreement, all notices, requests, demands, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail, or regular mail, with postage prepaid, to the following addresses:

If to the LPI Plan Trustee:

William A. Brandt, Jr.
Development Specialists, Inc.
Three First National Plaza
70 West Madison Street Suite 2300
Chicago, Illinois 60602-4250
Facsimile: (312) 263-1180

with a copy to:

Leo T. Crowley
Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036
Facsimile: (212) 858-1500

- and -

Jonathan J. Russo
Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036
Facsimile: (212) 858-1500

If to a Beneficiary:

To the name and distribution address set forth in
the Register with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

12.14 Further Assurances. From and after the LPI Plan Trust Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this LPI Plan Trust Agreement, and to consummate the transactions contemplated hereby.

12.15 Integration. This LPI Plan Trust Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan and in the Confirmation Order. This LPI Plan Trust Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this LPI Plan Trust Agreement, the Plan or Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this LPI Plan Trust Agreement.

12.16 Interpretation. The enumeration and Section headings contained in this LPI Plan Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this LPI Plan Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this LPI Plan Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this LPI Plan Trust Agreement as a whole and not to any particular section or subsection hereof unless the context requires otherwise. Any reference to the “LPI Plan Trustee” shall be deemed to include a reference to the “LPI Plan Trust” and any reference to the “LPI Plan Trust” shall be deemed to include a reference to the “LPI Plan Trustee” except for the references in Sections 5.1 and 5.2, and such other provisions in which the context otherwise requires.

12.17 Counterparts. This LPI Plan Trust Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this LPI Plan Trust Agreement by facsimile or email in pdf format shall be equally effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this LPI Plan Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

LABORATORY PARTNERS, INC.

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**TERRE HAUTE MEDICAL
LABORATORY, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**PATHOLOGY ASSOCIATES OF
TERRE HAUTE, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**KILBOURNE MEDICAL
LABORATORIES, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

MEDLAB OHIO, INC.

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**SUBURBAN MEDICAL
LABORATORY, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

**BIOLOGICAL TECHNOLOGY
LABORATORY, INC.**

By: _____
Name: William A. Brandt, Jr.
Title: Chief Executive Officer, President and
Secretary

WILLIAM A. BRANDT, JR.

By: _____
Name: William A. Brandt, Jr.
Title: LPI Plan Trustee

Exhibit A

Terms of Compensation of LPI Plan Trustee

Mr. William A. Brandt, Jr., as the LPI Plan Trustee, shall be paid at a fixed rate of \$25,000 per month, plus the reimbursement of reasonable out-of-pocket expenses.

Summary Report: Litéra® Change-Pro ML IC 6.5.0.460 Document Comparison done on 6/26/2014 2:38:39 PM	
Style Name: Dbl Und Bold Color	
Original Filename:	
Original DMS: iw://NYGATEWAY/US_NE/501365052/1	
Modified Filename:	
Modified DMS: iw://NYGATEWAY/US_NE/501365052/2	
Changes:	
<u>Add</u>	5
Delete	7
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	12